

 Natividad MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Prevent Life Safety Services, Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: Preventative Maintenance and Repairs, Inspections, and Related Life Safety Code (LSC) Services on Natividad's Fire doors, firestops, and fire & smoke dampers.

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 360,000.

3. **TERM OF AGREEMENT.**
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3.1. The term of this Agreement is from March 1, 2020 through February 28, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

- 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

- 7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent

employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Business Name: PREVENT
Attn: Jodi Clem
Address: 448 Commerce Way, Suite B
City, State, Zip: Livermore, CA 94551
FAX: (925) 667-2089
Email: jodic@prevent-Lss.com

15. MISCELLANEOUS PROVISIONS.

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
[Signature]
Monterey County Deputy County Counsel

Date: _____ **4/30/2020**

APPROVED AS TO FISCAL PROVISIONS

By: _____
[Signature]
Monterey County Deputy Auditor/Controller

Date: _____ **5/12/2020**

CONTRACTOR

Prevent Life Safety Services, Inc.
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Dennis Cohan, CEO
Name and Title

Date: _____ **1/28/20**

By: _____
[Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Jodi Clem, President
Name and Title

Date: _____ **1/15/2020**

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A: Scope of Services/ Payment Provisions

This Scope of Services is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of **Natividad Medical Center**, an acute care hospital (hereinafter, "NMC"), and **Prevent Life Safety Services, Inc.** hereinafter referred to as ("CONTRACTOR") pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

I. Description of All Services to be Rendered by CONTRACTOR:

As a healthcare facility life safety specialist, Prevent Life Safety Services, Inc. (hereinafter "CONTRACTOR") will provide Natividad Medical Center (hereinafter "NMC") life safety services through professional, experienced field technicians to ensure compliance in accordance with the standards of The Joint Commission Accreditation program and the National Fire Protection Association (NFPA) 101 Life Safety Code also known as LSC, adopted by the Centers for Medicare and Medicaid Services (CMS). NFPA 101, the most widely used source for programs for occupant safety throughout the life cycle of a building, addresses building construction, protection, and occupancy features necessary to minimize danger to life from the effects of fire, including smoke, heat, and toxic gases created during a fire.

II. CONTRACTOR Obligations:

1. CONTRACTOR shall maintain appropriate communications with NMC of findings and recommendations.
2. CONTRACTOR shall provide written documentation of the services upon completion of the services.
3. CONTRACTOR shall take all reasonable steps to ensure that while on NMC premises, its personnel shall comply with all health and safety regulations of NMC, provided that NMC makes CONTRACTOR aware of the same.
4. CONTRACTOR shall perform all work utilizing safe and secure practices and CONTRACTOR shall maintain their work area as clean as possible while working and clean up thoroughly when finished.
5. CONTRACTOR shall provide qualified staff with the knowledge and understanding of the operating components of the type of assemblies being subject to testing in accordance with NFPA 80 and CONTRACTOR shall provide services and otherwise do all things necessary for, or incidental to, the performance of work related to providing life safety codes services at NMC for the following:

A.1 FIRE DOORS – Annual Inspections, Maintenance, and Repairs

- a. National Fire Protection Association (NFPA) 80, a key standard for fire doors and other opening protectives, requires the installation and maintenance of assemblies and devices used to protect openings in walls, floors, and ceilings against the spread of fire and smoke within, into, or out of buildings and in which building owners need to maintain new and existing fire door assemblies in working condition and have fire doors inspected and tested no less than

annually. On an annual basis, during the month of December each year, CONTRACTOR shall therefore provide the following:

1. CONTRACTOR shall verify pertinent fire-rated door barrier information with NMC Engineering Manager and/or NMC Director of Engineering and Safety.
 2. CONTRACTOR shall identify the type and rating of the fire doors.
 3. CONTRACTOR shall inspect fire doors for compliance with NFPA 101 and NFPA 80
 4. CONTRACTOR shall record inspected fire doors that are non-compliant; specify and document fire door deficiencies. List all non-compliant fire door locations in a log and illustrate locations on life safety plans.
- b. For each annual inspection, CONTRACTOR shall complete an 11 point inspection of each fire door at NMC and identify fire doors at NMC requiring maintenance services and/or repairs; therefore CONTRACTOR shall provide the following:
1. CONTRACTOR shall confirm no open holes or breaks exist in surfaces of either the fire door or the fire door frame.
 2. CONTRACTOR shall inspect glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
 3. CONTRACTOR shall inspect the door, frame, hinges, hardware, and non-combustible threshold are secured, aligned and in working order with no visible signs of damage.
 4. CONTRACTOR shall confirm no parts are missing or broken.
 5. CONTRACTOR shall inspect and verify door clearances at the door edge of the door frame on the pull side of the door do not exceed clearances listed in 4.8.4 (the clearance under the bottom of the door shall be a maximum of 3/4") and 6.3.1 (top and edges 1/8").
 6. CONTRACTOR shall inspect the self-closing device is operational; that is, the active door completely closes when operated from the fully open position.
 7. CONTRACTOR shall confirm if a coordinator is installed, the inactive leaf closes before the active leaf.
 8. CONTRACTOR shall confirm latching hardware operates and secures the door when it is in the closed position.
 9. CONTRACTOR shall inspect and confirm auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.
 10. CONTRACTOR shall confirm no field modifications to the door assembly have been performed that void the label.
 11. CONTRACTOR shall confirm gasketing and edge seals, where required, are inspected to verify their presence and integrity.
- c. For each annual inspection, CONTRACTOR shall provide to NMC Engineering Manager and/or NMC Director of Engineering and Safety a detailed log and annotated plans documenting CONTRACTOR's inspections of fire doors and documenting maintenance and/or repairs completed as follows:
1. CONTRACTOR shall provide fire door certification labels that indicate compliance with appropriate codes, standards, and requirements.

2. CONTRACTOR shall handle and coordinate the entire door recertification process and make any necessary repairs and or adjustments until all of NMC doors have been retagged to keep doors in compliance with life safety codes.
 3. CONTRACTOR shall provide NMC written quotes for maintenance services and repairs of fire doors.
- d. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more fire doors under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

A.2 FIRESTOP – Annual Inspection, Maintenance, and Repairs

- a. In accordance with National Fire Protection Association (NFPA) 101 Life Safety Code (LSC), firestop devices shall restrict or limit the transfer of smoke and requires all penetrations that pass through a wall, floor or floor/ceiling assembly constructed as a fire barrier shall be protected by a fire system or device. Fire barrier walls shall be continuously maintained and properly repaired when damaged, altered, breached or penetrated. Any penetrations found should be repaired with approved methods capable of resisting the passage of smoke and fire. On an annual basis, CONTRACTOR shall inspect each firestop at NMC and if during an inspection identify and provide the needed maintenance repairs to one or more firestops as follows:
1. CONTRACTOR shall identify and verify rated barrier information with NMC Engineering Manager and/or NMC Director of Engineering and Safety.
 2. CONTRACTOR shall examine barriers for compliance.
 3. CONTRACTOR shall photo document barrier penetrations that are non-compliant and identify the proper UL system needed to correct the non-compliant item.
 4. CONTRACTOR shall conform to NFPA 102 preserving the integrity of fire walls to help NMC maintain compliance with life safety codes.
 5. CONTRACTOR shall meet the requirements of all Infection Control Risk Assessment (ICRA) guidelines for safety and infection control at NMC.
- b. For each annual inspection, CONTRACTOR shall provide to NMC Engineering Manager and/or NMC Director of Engineering and Safety a detailed log and annotated plans documenting CONTRACTOR's inspections of fire stops and documenting maintenance and/or repairs completed as follows:
1. CONTRACTOR shall identify the manufacturer of products to be used.
 2. CONTRACTOR shall install materials in compliance with the manufacturer's and UL systems instructions.
 3. CONTRACTOR shall label identifying the product, the UL System used, the date of installation, CONTRACTOR's name (Prevent) and the installer's name shall be placed next to penetration. Multiple labels will be placed along the area of deficiency.

4. CONTRACTOR shall list all non-compliant locations in a log and show locations on Life Safety Plans.
 5. CONTRACTOR shall document, in a log, the product used and the UL system used. The documentation is to include photos of the “before” and “after” of the corrected deficiency. Locations shall be documented on drawings, cross referenced to the log.
 6. CONTRACTOR shall provide NMC written quotes for maintenance services and repairs of firestops.
- c. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more firestops under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

A.3 FIRE AND SMOKE DAMPERS – Completed every Six (6) Years - Inspection, Maintenance, and Repairs

- a. The National Fire Protection Association (NFPA) 101 Life Safety Code (LSC) requires all hospitals complete fire damper, smoke damper, and combination of fire/smoke damper inspections every six (6) years after installation to ensure that the dampers close properly in case of a fire to prevent the spread of smoke and/or fire throughout the hospital. CONTRACTOR shall perform inspection, maintenance services and/or repairs of fire and smoke dampers at NMC in accordance with NFPA 80 & NFPA 105 Standards for smoke and fire damper testing.
1. CONTRACTOR shall locate and inspect all fire dampers, smoke dampers, and combination fire/smoke dampers at NMC and ensure that full unobstructed access to the fire or smoke damper is available.
 2. CONTRACTOR shall attempt to access all dampers provided that access to the damper is not blocked by other equipment, conduits, etc.
 3. CONTRACTOR shall access the dampers through existing access openings in the ductwork. CONTRACTOR shall add access openings, as required, at NMC’s direction, for an additional cost.
 4. CONTRACTOR shall clean each fire and smoke damper with a high efficiency particulate air (HEPA) vacuum.
 5. CONTRACTOR shall manually activate electric and pneumatic dampers to ensure actuator is functioning and the fire/smoke or smoke damper closes appropriately.
 6. CONTRACTOR shall remove and reset the fusible link to ensure the fire damper (mechanical) fully closes; if the fire damper is equipped with a fusible link. CONTRACTOR shall replace damaged fusible links if any are found.
 7. CONTRACTOR shall ensure that there is no fire or smoke damper interference due to rusted, bent, misaligned, or damaged blades and frames, there are no defective hinges or moving parts, and that the fire or smoke damper is free from obstructions or penetrating items that may affect functionality. If possible, CONTRACTOR shall make minor corrections to allow the damper to pass inspection.

8. CONTRACTOR shall lubricate each fire and smoke damper as needed.
 9. CONTRACTOR shall replace failed actuators that are no longer functioning, even on smoke dampers in difficult locations.
 10. CONTRACTOR shall ensure that fire and smoke dampers are installed and/or repaired in accordance with manufacturing specifications to ensure peak functionality.
- b. For each inspection that is performed every 6 years, CONTRACTOR shall provide NMC Engineering Manager and/or NMC Director of Engineering and Safety detailed logs and annotated plans documenting CONTRACTOR's inspections of fire and smoke dampers with documented maintenance and/or repairs completed.
1. CONTRACTOR shall apply individualized stickers to each damper with a unique number that matches the appropriate damper on documentation and floor plans provided to NMC after the job has been completed. If numbers have been previously assigned to NMC; CONTRACTOR shall verify those numbers and location.
 2. CONTRACTOR shall indicate on each label of each fire and smoke damper the inspection date, inspection findings, and inspector's name.
 3. CONTRACTOR shall ensure all fire and smoke damper numbers shall coincide with the numbers recorded in the fire and smoke damper log, drawings and additional documentation. All fire and smoke dampers shall be clearly identified and marked.
 4. CONTRACTOR shall use the "Solution" mobile containment unit for ceiling access and infection control in areas as required by NMC.
 5. CONTRACTOR shall provide all documentation in both electronic format and hard copy format to NMC.
 6. CONTRACTOR shall provide NMC written quotes for maintenance services and repairs of fire and smoke dampers.
- c. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more fire and smoke dampers under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

III. NMC Obligations:

1. NMC shall ensure sufficient information (technical and administrative), instructions, and documents are given in due time to enable the required services to be performed.
2. NMC shall procure all necessary access for CONTRACTOR and its representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performance of the services.
3. NMC shall supply, if required, any special equipment and personnel necessary for the performance of the services.

4. NMC shall ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of services and will not rely, in this respect, on the advice of CONTRACTOR whether required or not.
5. NMC shall inform CONTRACTOR in advance, of any known hazards or dangers, actual or potential, associated with any order, samples, or testing; including for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
6. In order to allow CONTRACTOR to comply with the applicable health and safety legislations, NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits.

IV. Payment Provisions:

1. CONTRACTOR's compensation for services rendered shall be based on the pricing/fee schedule in section VI attached hereto.
2. CONTRACTOR shall provide itemized invoices at the completion of each project which lists at a minimum labor and materials separately and includes applicable tax.
3. Sales tax shall be listed separately where applicable in every quote: Sales tax for taxable products and services will be included at the current sales tax rate for the City of Salinas.
4. Expense reimbursements shall NOT be allowed, including travel reimbursements and fuel charges.
5. NMC shall not pay any claims of payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
6. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
7. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
8. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
9. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

V. Prevailing Wages and DIR Registration:

1. **Prevailing Wages:** CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
2. **DIR Registration:** During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

3. **Posting of Prevailing Wages at Job Site:** CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.
4. **Authorizing Repairs:** CONTRACTOR shall provide NMC written quotes in advance for repairs. No repair work shall be performed without approval by NMC. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs under this Agreement shall be performed on a time and materials basis at the hourly rates stated herein.

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VI. Pricing/Fee Schedule:

Prevent Life Safety Services	
<u>Inspections:</u> <i>(Includes use of the "Solution" Infection Control Ceiling Access System)</i>	
<ul style="list-style-type: none"> • Fire Doors (annually & as needed) • Firestops (annually & as needed) • Fire & Smoke Dampers (as needed) 	
<u>Maintenance and Repairs:</u> <i>(Includes unplanned inspections)</i>	
<ul style="list-style-type: none"> • Fire Doors • Firestops • Fire Dampers 	
<hr/>	
<u>Fees:</u>	
Fire Door Inspection <i>(Occurs annually):</i>	
<ul style="list-style-type: none"> • Cost per Door: \$30/ Each • Time & Material: \$95/ Hr. 	
Fire & Smoke Damper Inspection <i>(Occurs every 4-6 years):</i>	
<ul style="list-style-type: none"> • Estimated Number of Dampers: 779 • Cost per Damper: \$42/Each 	

REGULAR RATES	
Day Shift (Mon – Fri 5:00 a.m. – 4:00 p.m.)	\$ 95.00 /hr.
Evening Shift (Mon – Fri 4:01 p.m. – 4:59 a.m.)	\$ 105.00 /hr.
Overtime Rate (Saturday or Sunday)	\$ 135.00 /hr.
Holiday Rate*	\$ 175.00 /hr.
*HOLIDAY SCHEDULE	
January 1 st /2 nd - New Year's Day	
Memorial Day	
4 th of July	
Labor Day	
Thanksgiving Day/Day after Thanksgiving	
December 24 th / 25 th – Christmas Eve/Christmas Day	

PREVAILING WAGES	
Day Shift (Mon – Fri 5:00 a.m. – 4:00 p.m.)	\$ 115.00 /hr.
Evening Shift (Mon – Fri 4:01 p.m. – 4:59 a.m.)	\$ 135.00 /hr.
Overtime Rate (Saturday or Sunday)	\$ 175.00 /hr.
Holiday Rate*	\$ 210.00 /hr.