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|               |   |               |   |
|---------------|---|---------------|---|
| File #:       | A 12-108    Version: 1  | Name:         | Automatic Door Systems Inc Amendment #7 |
| Type:         | BoS Agreement   | Status:       | Consent Agenda                          |
| File created: | 5/25/2012   | In control:   | Board of Supervisors                    |
| On agenda:    | 6/12/2012   | Final action: |   |
| Title:        | Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$220,000 in the aggregate. |               |   |
| Sponsors:     | Sid Cato  |               |   |
| Attachments:  | <a href="#">Automatic Door Systems, Completed Board Order Item 64</a>   |               |   |

[History \(0\)](#)   
 [Text](#)

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$220,000 in the aggregate.

**Body**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$220,000 in the aggregate.

**SUMMARY/DISCUSSION:**

Automatic Door Systems Inc. provides maintenance and repair services for Natividad Medical Center's video phone entry system, magnetic locks, power supplies, activation sensors, strike plates, etc. on security and automatic doors.

Natividad Medical Center has automatic doors at specific entrances, security doors at specific entrances and at the entrances to the departments. These doors are critical as part of NMC's zoned security, and limit access to sensitive areas, including the Maternal Infant Unit, Neonatal Intensive Care Unit, the Pharmacy, and the Laboratory. The doors are also a critical feature of the fire protection of the building.

Some doors have recently been brought up to National Fire Protection Association (NFPA) compliance by installing positive latching. Due to an increased level of maintenance now required to meet NFPA compliance, a \$25,000 additional increase from the previous year's approved amount is needed on all 315 fire doors at NMC.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$50,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: James Kari, Engineering Director,  
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, Amendments 1, 2, 3, 4, 5, 6 and 7.



## Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement No.: A-11717**

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$220,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 12, 2012.

Dated: June 25, 2012  
File Number: A 12-108

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_  
Deputy

**AMENDMENT NO. 8  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Automatic Door Systems Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR**

**Maintenance and Repairs of all Automatic Doors at NMC**

This Amendment No. 8 to Professional Services Agreement ("Agreement"), dated July 1, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc. (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on March 1, 2009 via Amendment No. 3, on July 1, 2009 via Amendment No. 4, July 1, 2010 via Amendment No. 5, July 1, 2011 via Amendment No. 6, and July 1, 2012 via Amendment No. 7; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.


**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

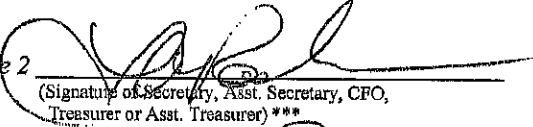
1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.A-11717).
2. Section 3, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2006 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2006 to June 30, 2014 unless sooner terminated pursuant to this Agreement.*"
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, 6, and 7 are unchanged and unaffected by this Amendment No. 8 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-11717).
5. The effective date of this Amendment is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 1  Dated 4/12/13  
(Signature of Chair, President, or Vice-President)\*\*\*

Printed Name Thomas Rostin Title President

Signature 2  Dated 4/12/13  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*\*\*

Printed Name Thomas Rostin Title CEO

\*\*\*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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.


**NATIVIDAD MEDICAL CENTER**

Signature \_\_\_\_\_ Dated \_\_\_\_\_  
Purchasing Manager

Signature  Dated 5/6/13  
NMC - CEO

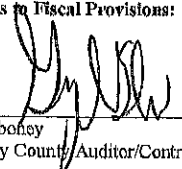
**Approved as to Legality and Legal Form:**

Charles J. McKee, County Counsel

By   
Anne Brauer  
Deputy Attorney for County and NMC

Dated: May 17, 2013

**Approved as to Fiscal Provisions:**

By   
Gary Giboney  
Monterey County Auditor/Controller's Office

Dated: 7-20, 2013

AMENDMENT NO. 7  
FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Automatic Door Systems Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR

To provide maintenance and repairs on all Automatic Doors at NMC

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc (Contractor), hereby agree to amend their Agreement (No.A-11717) on the following terms and conditions:

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, and on March 1, 2009 via Amendment No.3, on July 1 2009 via Amendment No. 4, on July 1, 2010 via Amendment No. 5, on July 1, 2011 via Amendment No. 6.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.A-11717).
2. Section 2, "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$25,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11717) shall not exceed the total sum of \$220,000.00 for the full term of the Agreement.*"
3. Section 3, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2006 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2006 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No.A-11717).
6. The effective date of this Amendment is July 1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 1 

Dated 5/1/12

Printed Name Thomas Roston

Title President

Signature 2 \_\_\_\_\_

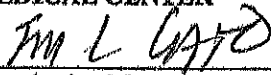
Dated \_\_\_\_\_

Printed Name \_\_\_\_\_


Title \_\_\_\_\_

**\*\*\*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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**NATIVIDAD MEDICAL CENTER**

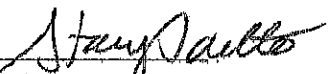
Signature   
Purchasing Manager

Dated 7-31-12

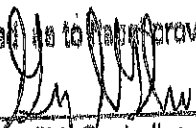
Signature   
NMC - CEO

Dated 5/15/12

Approved as to Legality and Legal Form:  
Charles J. McKee, County Counsel

By   
Stacy Suetta, Deputy  
Attorneys for County and NMC

Dated: 5/17, 2012

Reviewed as to legal provisions  
  
Auditor-Controller  
County of Monterey 5-18-12

MONTEREY COUNTY BOARD OF SUPERVISORS

|                    |   |                    |
|--------------------|---|--------------------|
| <b>MEETING:</b>    | September 13, 2011  | <b>AGENDA NO.:</b> |
| <b>SUBJECT:</b>    | Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC in an amount not to exceed \$170,000 in the aggregate and \$25,000 for the period July 1, 2011 to June 30, 2012. |                    |
| <b>DEPARTMENT:</b> | Natividad Medical Center  |                    |

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC in an amount not to exceed \$170,000 in the aggregate and \$25,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Automatic Door Systems Inc. provides maintenance and repair services for Natividad Medical Center's video phone entry system, magnetic locks, power supplies, activation sensors, strike plates, etc. on security and automatic doors.

Natividad Medical Center has automatic doors at certain entrances, and security doors at certain entrances and at the entrances to the departments. These doors are a critical of part NMC's zoned security, and limit access to sensitive areas, including the Maternal Infant Unit, Neonatal Intensive Care, the Pharmacy, and the Laboratory.

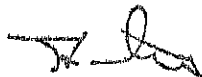
**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

**FINANCING:**

The cost for this Agreement/Amendment is \$25,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by: *AK*  
Jim Kari (755-4220)  
Director of Engineering  
July 25, 2011

  
\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments 1, 2, 3, 4, 5, 6, Agreement, Board Order  
Attachments are on file with the Clerk of the Board



Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No. A-11717  
Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment No. 6 )  
to the Agreement (A-11717) with Automatic Door )  
Systems Inc. for Automatic Door Maintenance and )  
Repair Services at NMC in an amount not to exceed )  
\$170,000 in the aggregate and \$25,000 for the period )  
July 1, 2011 to June 30,2012..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11717) with Automatic Door Systems Inc. for Automatic Door Maintenance and Repair Services at NMC in an amount not to exceed \$170,000 in the aggregate and \$25,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 13<sup>th</sup> day of September, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on September 13, 2011.

Dated: September 14, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Christ A. [Signature]  
Deputy

RENEWAL AMENDMENT NO. 6  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Automatic Door Systems Inc AND  
THE NATIVIDAD MEDICAL CENTER  
FOR

Maintenance and Repairs of all Automatic Doors in NMC Services

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc. (Contractor), hereby agree to renew their Agreement No. (SC # 858) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC # 858).
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC # 858) shall not exceed the total sum of \$170,000 for the full term of the Agreement and \$25,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC # 858).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Signature]

Dated 6/9/11

Printed Name Ltomas Koehn PR

Title PR

Signature 2 [Signature]

Dated 6/9/11

Printed Name Jeffrey Cahn

Title Project Administrator

*\*\*\*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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature [Signature]

Dated 11-2-11

Purchasing Manager

Signature [Signature]

Dated 7/20/11

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]  
Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed [Signature] as to legal provisions  
Auditor/Controller  
County of Monterey  
7-22-11

Dated: 7/22/2011

MONTEREY COUNTY BOARD OF SUPERVISORS

|                    |  |                    |
|--------------------|--|--------------------|
| <b>MEETING:</b>    | <b>June 8, 2010</b>  | <b>AGENDA NO.:</b> |
| <b>SUBJECT:</b>    | Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11. |                    |
| <b>DEPARTMENT:</b> | Natividad Medical Center   |                    |

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.

**SUMMARY/DISCUSSION:**

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A to this report is a list of current vendor service contracts requiring renewal for Fiscal Year 2010-2011. All of the contracts are Amendments to previous established contracts with no changes in the scope of service. NMC will do separate reports for all amended contracts that include a change to the scope of service.

**OTHER AGENCY INVOLVEMENT:**

The Amendments have been reviewed and approved by County Counsel County Counsel, the Auditor/Controller's office and by the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost of the Contract Amendments is \$813,500 and is included in the FY 2010-11 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Sid Cato, Management Analyst  
April 29, 2010  
Attachments: Attachment A

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A - 11715; A - 11716; A - 10493; A - 11717; A - 11718; A - 11719;  
A - 11720; A - 11721**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) )  
to execute the contract renewal amendments for the continuation of )  
various existing services with multiple vendors (outlined in the Board )  
Order) at NMC in Fiscal Year (FY) 2010-11. )

Upon motion of Supervisor Parker, seconded by Supervisor Potter, and carried by those members present, effective July 1, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors at NMC in Fiscal Year 2010-11 with the following multiple vendors:

| Vendor Name  | Service   | Amendment | Current Contract Term Dates | F/Y 11 AMOUNT |
|--|---|-----------|-----------------------------|---------------|
| Mediscan Staffing Services (A-11715)                     | Temporary Staffing Services                         | #2        | 1-15-09 thru 6-30-11        | \$10,000.00   |
| Development Dimensions International Inc (DDI) (A-11716) | Leadership Development Services                     | #4        | 11-15-07 thru 6-30-11       | \$25,000.00   |
| Quest Diagnostics (A-10493)                              | Reference Lab Testing                               | #4        | 5-1-09 thru 6-30-11         | \$335,000.00  |
| Automatic Door Systems (A-11717)                         | Maintenance & Repairs of all Automatic Doors at NMC | #5        | 7-1-06 thru 6-30-11         | \$25,000.00   |
| Barrera Landscaping (A-11718)                            | Landscaping Services                                | #1        | 7-1-09 thru 6-30-11         | \$87,000.00   |
| Biomedical Systems (A-11719)                             | Cardiac Monitoring Services                         | #4        | 11-27-06 thru 6-30-11       | \$21,500.00   |
| Full Steam Marketing & Design (A-11720)                  | Advertising & Public Relations                      | #4        | 7-1-05 thru 6-30-11         | \$30,000.00   |
| PRI Medical Technologies Amendment #1 (A-11721)          | Laser, Guided Imagery, Lithotripsy & Cryotherapy    | #1        | 4-15-09 thru 6-30-11        | \$80,000.00   |

**PASSED AND ADOPTED** this 15<sup>th</sup> day of June, 2010, by the following vote, to wit:

**AYES:** Supervisors Armenta, Calcagno, Salinas, Parker, Potter

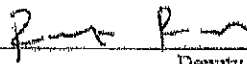
**NOES:** None

**ABSENT:** None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 15, 2010.

Dated: June 17, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

**RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Automatic Door Systems Inc AND  
THE COUNTY OF MONTEREY**

**FOR**

**Maintenance and Repairs of all Automatic Doors in NMC SERVICES**

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc (Contractor), hereby agree to renew their Agreement No. (BPO 390) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 390).
2. This Renewal Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 390) shall not exceed the total sum of \$145,000.00 for the full term of the Agreement and \$25,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 390).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature Jeffrey Cohn

Dated 3/22/10

Printed Name Jeffrey Cohn

Title Project Administrator

**COUNTY OF MONTEREY**

Signature [Signature]  
Purchasing Manager

Dated 4/27/10

Signature [Signature]  
NMC - CEO

Dated 3/31/10

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Signature]  
Attorneys for County and NMC

Reviewed as to fiscal provisions

Dated: 4/16 2009 / 12/10

[Signature]  
Auditor-Controller  
County of Monterey 4-19-10

**RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Automatic Door Systems Inc AND  
THE COUNTY OF MONTEREY**

**FOR  
Maintenance and Repairs of all Automatic Doors in NMC SERVICES**

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc (Contractor), hereby agree to renew their Agreement No. (B960920997) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960920997).
2. This Renewal Amendment shall become effective on July 01, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960920997) shall not exceed the total sum of \$120,000.00 for the full term of the Agreement and \$25,000.00 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960920997).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature Jeffrey Cohn

Dated 4/14/09

Printed Name Jeffrey Cohn

Title Project Administrator

**COUNTY OF MONTEREY**

Signature [Signature]  
Purchasing Manager

Dated 5/28/09

Signature [Signature]  
NMC - CEO

Dated 4/22/09

Approved as to Legal Form:  
Charles J. McKee County Counsel

By [Signature]  
William Litt, Deputy  
Attorneys for County and NMC

Dated: 4/20, 2009

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey  
4-22-09

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Automatic Door Systems Inc AND  
THE COUNTY OF MONTEREY**

**FOR**

**Maintenance and Repairs of all Automatic Doors in NMC SERVICES**

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc (Contractor), hereby agree to renew their Agreement No. (B960920997) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960920997).
2. This Renewal Amendment shall become effective on March 01, 2009 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (B960920997) shall not exceed the total sum of \$95,000.00 for the full term of the Agreement and \$45,000.00 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960920997).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature *Jeffrey Cohn*

Dated 4/14/09

Printed Name Jeffrey Cohn

Title Project Administrator

**COUNTY OF MONTEREY**

Signature *[Signature]*  
Purchasing Manager

Dated 4/28/09

Signature *[Signature]*  
NMC - CEO

Dated 4/10/09

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By *[Signature]*  
William Litt, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions  
Dated: 4/27, 2009

*[Signature]*  
Auditor-Controller  
County of Monterey  
42709

(Original Agreement No. (B960820997))

**RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Automatic Door Systems Inc AND  
THE COUNTY OF MONTEREY  
FOR  
Maintenance and Repair of all Automatic Doors at NMC**

The parties to Professional Service Agreement, dated July 02, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Door Systems Inc (Contractor), hereby agree to renew their Agreement No. (B960820997) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960820997).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (B960820997) shall not exceed the total sum of \$50,000.00 for the full term of the Agreement; and \$25,000.00 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960820997)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature Jeffrey Cohn  
Printed Name Jeffrey Cohn

Dated 4/3/08  
Title Project Administrator

**COUNTY OF MONTEREY**

Signature \_\_\_\_\_  
Purchasing Manager

Dated \_\_\_\_\_

Signature [Signature]  
NMC - CEO

Dated \_\_\_\_\_

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Signature]  
William M. Litt, Deputy  
Attorneys for County and NMC

Dated: 5/1, 2008



(Original Agreement No. (B960720997))

**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Automatic Doors Systems INC. AND  
THE COUNTY OF MONTEREY  
FOR  
Maintenance and Repair of all Automatic Doors at NMC**

The parties to Professional Service Agreement, dated July 1<sup>st</sup>, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Automatic Doors Systems INC. (Contractor), hereby agree to renew their Agreement No. (B960720997) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960720997).
2. This Renewal Amendment shall become effective on July 1<sup>st</sup>, 2007 and shall continue in full force and extending the term date until July 30<sup>th</sup>, 2008.
3. The total amount payable by County to Contractor under Agreement No. (B960720997) shall not exceed the total sum of \$50,000.00 for the full term of the Agreement; and \$25,000.00 for fiscal year 2007-2008.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960720997)

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature Kevin W. Regan

Dated 5-14-2007

Printed Name Kevin W. Regan

Title Service Sales Manager

**COUNTY OF MONTEREY**

Signature [Signature]  
Purchasing Manager

Dated 7-3-07

Signature \_\_\_\_\_  
NMC - CEO

Dated \_\_\_\_\_

Approved as to Legal Form:

Charles J. McKee, County Counsel

By W. Allen Bidwell

W. Allen Bidwell, Deputy  
Attorneys for County and NMC

Dated: 05-29 2007

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$25,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Automatic Door Systems, Inc  

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(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide maintenance and repair of all automatic doors at Natived Medical Center

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2. **PAYMENTS BY COUNTY.** County 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 County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 25,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2006 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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.**

5.01. 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 the County, or immediate family of an employee of the County.

5.02. 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.

\*Approved by County Board of Supervisors on \_\_\_\_\_

5.03. 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 County 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.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 90 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 as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County 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.

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

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, 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 the 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.

9.01. 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, Broadform 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).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County 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 the County 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 insureds 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 form 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 form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, 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 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 County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County 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 County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. 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 the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County 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.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. 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.

10.04. Access to and Audit of Records. The County 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 the County or as part of any audit of the County, 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.

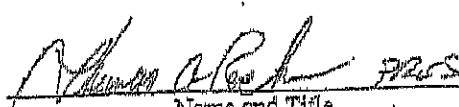
10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

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, fully 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 the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County 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 the County. No offer or obligation of permanent employment with the County 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 County 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 County harmless from any and all liability which County 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 pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY:             | FOR CONTRACTOR:  |
|-------------------------|--|
| _____<br>Name and Title | <br>Name and Title |
| _____<br>Address        | 982 Terminal Ave. Caray San Carlos<br>Address  |
| _____<br>Phone          | 650 592-8282<br>Phone  |

15. **MISCELLANEOUS PROVISIONS:**

15.01. 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.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County 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.

15.04. 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.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. 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 the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County 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.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. 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 both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County 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. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County 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 the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. 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.

This space is left blank, intentionally.



IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]  
Purchasing Manager

Date: 07-19-06

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: W. Allen Bidwell  
Deputy County Counsel

Date: 06-29-2006

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: RISK MANAGEMENT

COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 7/20/06

County Board of Supervisors' Agreement Number: \_\_\_\_\_

CONTRACTOR

Automatic Door Systems, Inc.  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chief, President, or  
Vice-President)\*

Thomas Rabin PROS  
Name and Title

Date: 4/13/06

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, or  
Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

\*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. 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. 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.

\*Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

## EXHIBIT A

### Scope of Services

CONTRACTOR shall provide maintenance and repairs of all automatic doors at Natividad Medical Center.

### Payment Provisions

1. Subject to the limitations set forth herein, County shall pay to CONTRACTOR during the term of July 1, 2006 to June 30, 2007. The maximum obligation of the County for services provided hereunder shall be \$25,000.00.
2. If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to date of cancellation not to exceed the maximum amount listed above.
3. If County certified payment at a lesser amount than the amount requested, County shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the County within 20 days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
4. County will pay CONTRACTOR the following rate fees:
  - \$95.00/hour regular labor rate
  - \$250.00 service call charge (travel)
  - Quotes based on jobs requested
  - Materials to be billed separately
5. Other payment provisions are set forth in Section 6 of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                |  |
|--|----------------|--|
| PRODUCER LIC #0B29370<br>Edgewood Partners Insurance Center (EPIC)<br>[Petaluma Branch]<br>5350 Old Redwood Highway<br>Suite 600<br>Petaluma, CA 94954 | 1-707-794-7400 | CONTACT NAME: <b>Lori Perry</b>  |
|  |                | PHONE (A/C, No. Ext): <b>707-794-7410</b> FAX (A/C, No): <b>707-794-7401</b> |
|  |                | E-MAIL ADDRESS: <b>EPICrequests@edgewoodins.com</b>                          |
| INSURED  |                | INSURER(S) AFFORDING COVERAGE  |
| Automatic Door Systems, Inc.   |                | INSURER A: <b>LIBERTY SURPLUS INS CORP</b> NAIC # <b>10725</b>               |
| 982 Terminal Way   |                | INSURER B: <b>GOLDEN EAGLE INS CO</b> <b>10375</b>                           |
| San Carlos, CA 94070   |                | INSURER C: <b>RSUI IND CO</b> <b>22314</b>                                   |
|  |                | INSURER D: <b>REPUBLIC IND CO OF AMER</b> <b>22179</b>                       |
|  |                | INSURER E:   |
|  |                | INSURER F:   |

**COVERAGES** CERTIFICATE NUMBER: 39184978 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Deductible \$5,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X         | X        | 100000496503  | 04/01/14                | 04/01/15                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS  | X         | X        | BA8909522     | 04/01/13                | 04/01/15                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| C        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE<br>DED RETENTION \$  |           |          | NHA235174     | 04/01/14                | 04/01/15                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | X        | ATW00437300   | 04/01/14                | 04/01/15                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Amendment No. 7 - July 1, 2006 to June 30, 2014 Service Agreement The County of Monterey, its officers, agents and employees are named as additional insured as respects General Liability on a primary and non-contributory basis and Automobile Liability for all California operations performed by our insured at all locations under written contract with the Certificate Holder.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Natividad Medical Center<br>Attn: Engineering Department<br>1441 Constitution Blvd.<br>Salinas, CA 93906<br>USA | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location(s) Of Covered Operations |
|---|-----------------------------------|
| As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy. |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                          |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location And Description Of Completed Operations |
|---|--|
| As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy. |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                          |  |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## Commercial General Liability



**Liberty**  
Surplus Insurance  
Corporation  
Member of Liberty Mutual Group

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### LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

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Effective Date: 04/01/2014

Policy Number: 100000496503

Issued To: Automatic Door Systems, Inc.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **PRIMARY INSURANCE CLAUSE ENDORSEMENT**

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.



CGL 1031 0403

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement Effective Date: 04/01/2014 Policy No.: 100000496503

Insured: Automatic Door Systems, Inc.

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT  
SUBJECT TO A POLICY AGGREGATE LIMIT**

**SCHEDULE**

Designated Construction Project(s): *As required by written contract*

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The overall Policy Aggregate Limit scheduled in the Declarations is the most we will pay for the sum of all Designated Construction Project General Aggregate Limits.
  3. Subject to the Policy Aggregate Limit, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", regardless of the number of:
    - a. Insureds;



- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

- 4. Any payments made under COVERAGE A for damages shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Subject to the Policy Aggregate Limit, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 5. The limits shown in the Declarations for Each occurrence continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and Policy Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which cannot be attributed only to operations at a single designated construction project shown in the Schedule above:

- 1. Any payments made under COVERAGE A for damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, Designated Construction Project General Aggregate Limit nor Policy Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Limits Of Insurance (SECTION IV) not otherwise modified by this endorsement shall continue to apply as stipulated.

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**COMMERCIAL AUTO GOLD ENDORSEMENT**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE**

**A. COVERAGE**

**1. WHO IS AN INSURED**

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

**2. COVERAGE EXTENSIONS**

**a. Supplementary Payments.**

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE**

**A. COVERAGE**

The following is added:

**5. Hired Auto Physical Damage**

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

**6. Rental Reimbursement Coverage**

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

**7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

**B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

**D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

**SECTION IV, BUSINESS AUTO CONDITIONS**

**A. LOSS CONDITIONS**

Item 2.a. and b. are replaced with:

**2. Duties In The Event of Accident, Claim, Suit, or Loss**

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A, 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

**B. GENERAL CONDITIONS**

9. is added

**9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

**COMMON POLICY CONDITIONS**

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

| Person or Organization<br>ANY PERSON/ORG WHEN<br>REQUIRED BY WRITTEN<br>CONTRACT | Job Description<br>ALL CA OPERATIONS |
|--|--------------------------------------|
|--|--------------------------------------|

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2014 Policy No. ATW00437300

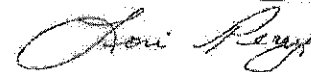
Endorsement No.

Insured AUTOMATIC DOOR SYSTEMS INC

INCL.

Insurance Company REPUBLIC INDEMNITY OF AMERICA

Countersigned By



# 2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

**Payee**

Name

AUTOMATIC DOOR SYSTEMS INC

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

94-1753071

Address (apt./ste., room, PO Box, or PMB no.)

982 TERMINAL WAY

City (If you have a foreign address, see instructions.)

SAN CARLOS

State ZIP Code

CA 94070

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or limited liability companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Jeffrey Cohn, Project Admin

Telephone (650) 592-8882

Payee's signature ▶ Jeffrey Cohn

Date 4/7/14

**COUNTY OF MONTEREY - VENDOR DATA RECORD** (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

|                                 |   |  |
|---------------------------------|---|--|
| <b>1</b>                        | Natividad Medical Center<br>Contracts Department<br>1441 Constitution Blvd<br>Salinas, CA. 93906<br><br>EMAIL TO: catost@natividad.com<br><br>PHONE: 831.783.2620<br>FAX: 831.757.2592  | PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.<br><br><b>See Privacy Statement and California Non-Resident Withholding Information on next page.</b> |
| <b>2</b>                        | RETURN TO:  | SELECT NAME TO BE MADE PAYABLE TO<br><input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both   |
| NAME AND ADDRESS                | VENDOR'S LEGAL NAME (as shown on your Income tax return)<br><i>Automatic Door Systems, Inc.</i>   | PHONE NUMBER<br><i>650-592-8882</i>  |
|                                 | BUSINESS NAME / DBA (if different from line 1)  | FAX NUMBER<br><i>650-598-3786</i>  |
|                                 | MAILING ADDRESS<br><i>982 Terminal Way</i>  | E-MAIL ADDRESS<br><i>jeff@autodoorinc.com</i>  |
|                                 | ADDITIONAL MAILING ADDRESS  | REMIT-TO ADDRESS<br><i>982 Terminal Way</i>  |
|                                 | CITY, STATE, ZIP CODE<br><i>San Carlos, Ca 94070</i>  | REMIT-TO CITY, STATE, ZIP CODE<br><i>San Carlos, Ca 94070</i>  |
| <b>3</b>                        | FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):<br><br><input type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE<br><input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC)<br><input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> C Corporation<br><input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation<br><input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership   | For Tax ID entry instructions, please see next page.<br><br>NOTE:<br>Payment will not be processed without an accompanying taxpayer I.D. number.   |
| TAX ID AND BUSINESS ENTITY TYPE | SOCIAL SECURITY NUMBER (SSN):<br><br><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR   | 94-1753071   |
| <b>4</b>                        | PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT:<br><input checked="" type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST<br><input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS<br><input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶  |  |
| PAYMENT TYPE & ACTIVITY         | Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See Information regarding green certification on next page)  |  |
| <b>5</b>                        | CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page):<br><input checked="" type="checkbox"/> California Resident<br><input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached<br><br><input type="checkbox"/> California Non-Resident<br><input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached<br><input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached<br><input type="checkbox"/> All services for payments issued are performed OUTSIDE of California<br><input type="checkbox"/> No Services are being rendered, only goods are being provided for payment | CA Form 590 required if your address above in section 2 is a non-CA address<br><br>CA NON-RESIDENTS:<br>7% will be withheld from payment unless one of the lower four boxes on left is checked.  |
| <b>6</b>                        | I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.   |  |
| CERTIFYING SIGNATURE            | Authorized Representative's Name (Type or Print)<br><i>Jeffrey Cohn</i>   | Title<br><i>Project Administrator</i>  |
|                                 | Signature<br><i>Jeffrey Cohn</i>  | Date<br><i>4/7/14</i>  |