# AMENDMENT NO. 3 TO MASTER AGREEMENT TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES (\$100,000 OR LESS PER PROJECT) FOR THE COUNTY OF MONTEREY Specialty Clinic Design Services

The parties to Master Agreement to Provide Professional Architectural Services (\$100,000 or Less Per Project) for County of Monterey ("Agreement") for specialty clinic design services, dated October 31, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Reel Grobman & Associates (Contractor), hereby agree to amend their Agreement (No. A-11841) on the following terms and conditions:

WHEREAS, the County and Contractor amended the Agreement on August 31, 2010 ("Amendment No. 1") to increase the scope of work to add permit/construction document revisions, plan revisions, survey measurements for an HVAC and exhaust system, and design for new fan coil units, without increasing the maximum liability under the Agreement.

WHEREAS, the Agreement expired on June 30, 2011.

WHEREAS, the County and Contractor renewed the Agreement on October 18, 2011 to extend the term end date to allow for existing services to continue to June 30, 2012 and to increase the total contract amount from \$100,000 to \$185,340 in the aggregate, via Renewal of County of Monterey Agreement for Professional Services with Reel Grobman & Associates ("Renewal and Amendment No. 2").

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue until June 30, 2013, without increasing the maximum liability under the Agreement.

**NOW, THEREFORE**, the County and Contractor hereby agree to amend the Agreement in the following manner:

- 1. Contractor will continue to provide NMC with the same scope of services set forth in Amendment No. 1 to the Agreement (No. A-11841).
- 2. The parties' Agreement is extended to June 30, 2013.
- 4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement, Amendment No. 1, and the Renewal and Amendment No. 2 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
- 5. A copy of this Amendment No. 3 and all previous amendments and renewal shall be attached to the original Agreement (No. A-11841)
- 6. The effective date of this Amendment No. 3 is July 1, 2012.

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

CONTRACTOR	
Signature if William	Dated A/2/12
Printed Name Frank Celable	Dated 43/12  Title Principal/UP
Signature 2	Dated
Printed Name	Title
***INSTRUCTIONS: If CONTRACTOR is a corporation, in the full legal name of the corporation shall be set forth above officers. If CONTRACTOR is a partnership, the name of the signature of a partner who has authority to execute this Agr CONTRACTOR is contracting in and individual capacity, the any and shall personally sign the Agreement.	ve together with the signatures of two specified  partnership shall be set forth above together with the eement on behalf of the partnership. If
NATIVIDAD MEDICAL CENTER	
SignaturePurchasing Manager  SignatureNMC = CEO CEC   Le 2004 la vei f	Dated
Approved as to Legality and Legal Form:	
By Stacy Saetta, Deputy Attorneys for County and NMC	Dated: 4/18 ,2012
· · · · · · · · · · · · · · · · · · ·	es to floor provisions  ditor-Controller nty of Monterey

#### MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	October 18, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasin to execute a Renewal to	g Manager for Natividad Medical Center (NMC) the Agreement (A-11841) with Reel Grobman &
	Associates for Specialty	Clinic Design Services at NMC in an amount not e aggregate and \$41,964 for the period July 1,
DEPARTMENT:	Natividad Medical Cente	er

#### **RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute a Renewal to the Agreement (A-11841) with Reel Grobman & Associates for Specialty Clinic Design Services at NMC in an amount not to exceed \$185,340 in the aggregate and \$41,964 for the period July 1, 2011to June 30, 2012.

#### **SUMMARY/DISCUSSION:**

Natividad Medical Center desires to continue its established relationship with Reel Grobman & Associates architectural firm for the Specialty Clinic Project. This project was not completed during Fiscal Year 2011, and therefore, the hospital would like to extend the term date of this agreement to June 30, 2012, which will allow for the hospital to complete the project. There will be no increase of dollars from the amounts that were previously approved by the Board of Supervisors.

In August 2010 the Board of Supervisors approved the Specialty Clinic Project. The total amount approved for this project was \$185,340. To date, we have completed 80% of the approved scope of work and have paid \$143, 376.

#### OTHER AGENCY INVOLVEMENT:

The Renewal has been reviewed and approved by the Natividad Medical Center Board of Trustees' Finance Committee.

#### **FINANCING:**

The cost for this Renewal is \$41,964 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by: Andrea Rosenberg, 755-6285 Assistant Administrator July 20, 2011

Harry Weis Chief Executive Officer

Attachments: Renewal, Agreement, Amendment #1, 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-1184	No. A-11841	Agreement
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Authorize the Purchasing Manager for Natividad ) Medical Center (NMC) to execute a Renewal to ) the Agreement (A-11841) with Reel Grobman & ) Associates for Specialty Clinic Design Services at ) NMC in an amount not to exceed \$185,340 in the ) aggregate and \$41,964 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 a Renewal to the Agreement (A-11841) with Reel Grobman & Associates for Specialty Clinic Design Services at NMC in an amount not to exceed \$185,340 in the aggregate and \$41,964 for the period July 1, 2011to June 30, 2012.

PASSED AND ADOPTED on this 18th day of October, 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 October 18, 2011.

Dated: October 24, 2011

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

Deputy

#### RENEWAL OF COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH REEL GROBMAN & ASSOCIATES

This renewal of the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Reel Grobman & Associates (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on August 31, 2010 and

WHEREAS, the Agreement was amended on August 31, 2010 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement as amended is attached hereto as Renewal Amendment #2; and

WHEREAS, that Agreement expired on June 30, 2011 and

WHEREAS, the Parties desire to renew that Agreement on the same or similar terms; and

WHEREAS, this RENEWAL is necessary due to continued needs for Specialty Clinic Design Services.

#### **NOW THEREFORE**, the Parties agree as follows:

- 1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Renewal Amendment #2, incorporated herein by this reference, except as specifically set forth below.
- 2. The term of this RENEWAL is from July1, 2011 to June 30, 2012 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
- 3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, or this RENEWAL, the provisions of this RENEWAL shall govern.

#### IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

<u>NATI</u>	<u>VIDAD MEDICAL CENTER</u>	CONTRACTOR
By: NMC	m L WO Contracts/Purchasing Agent	Grobman & Kohler Inc. dba Reel Grobman & Associates Contractor's Business Name***
Date;	11-2+11	Miller
By: Depart	ment Head (if applicable)	Signature of Chair, President, or Vice-President
Date: 9	122(11	Winfield Roney, President Name and Title
By: Stacy S	Saetta, Deputy County Counsel	Date: 9/12/11
Date:	9 (27/11)	By:  Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
By: Audito	r/Controlled M-28/1	Frank Cedarblade, VP, Secretary Name and Title
		Date: 9/12/11

\*\*\*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.

#### MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	August 24, 2010	AGENDA NO.:				
SUBJECT:	Authorize the Purchasing I	Manager for Natividad Medical Center (NMC)				
	to execute an amended Sco	ope of Services with Reel Grobman &				
	Associates from County Master Agreement (MA id: *21) for Profes					
	Design Services at NMC's	Specialty Clinic in an amount not to exceed				
	\$185,340 (an increase of \$	86,340) for the period July 1, 2010 to June 30,				
	2011.					
DEPARTMENT:	Natividad Medical Center					

#### **RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an amended Scope of Services with Reel Grobman & Associates from County Master Agreement (MA id: \*21) for Professional Design Services at NMC's Specialty Clinic in an amount not to exceed \$185,340 (an increase of \$86,340) for the period July 1, 2010 to June 30, 2011.

#### SUMMARY/DISCUSSION:

NMC selected Reel Grobman & Associates architectural firm from Monterey County's Master Agreement (MA\*21) to space plan and design the expansion and renovation of Natividad Medical Center's Specialty Clinic. The original scope of work was contracted for \$99,000. Natividad Medical Center requests the changes to the original Scope of Services described below from its \$1,000,000 Purchase Order that has been established with Reel Grobman.

Natividad Medical Center requests to amend the original Scope of Services by \$86,340 which will allow for the following modifications:

#### ADDITIONAL SCOPE/ CONTINGENCY:

- 1. **ADDITIONAL SCOPE**: Additional architectural services to revise the permit/construction documents to include the following:
  - 1. Removing the scale from the nurse station; modifying casework accordingly
  - 2. Replacing Waiting Alcove 2J069A with Doctor's Workroom for orthopedics
  - 3. Replacing Physician Workstation 2J029 with a Patient Sub-Waiting Area
  - 4. Add a baby changing station to the existing Public Toilet 2J064.

Cost: \$5,885

- 2. ADDITIONAL SCOPE: Additional architectural services to revise the previously approved floor plan for the Specialty Clinic to include a separate entrance and exit into the clinic space at the registration desk in the main waiting area of the clinic. Services include one revised floor plan option for review by NMC. Cost: \$5,225
- 3. **ADDITIONAL SCOPE:** Additional architectural and engineering services to revise the permit/construction documents based on the approved plan revision for a separate entrance and exit into the clinic space at the registration desk in the main waiting area of the clinic. **Cost:** \$38,650

- 4. ADDITIONAL SCOPE: Additional architectural services to coordinate with the air balancing contractor to provide survey measurements for HVAC (Heating Vacuum Air and Cooling) and exhaust system. Cost: \$14,100
- 5. CONTINGENCY: Additional architectural services to coordinate with the mechanical, electrical, and structural consulting engineers to provide design for new fan coil units if the air measurement report indicates that the existing HVAC system cannot supply the required air to satisfy the new Specialty Clinic remodel. Cost: \$22,480

#### OTHER AGENCY INVOLVEMENT:

The amended Scope of Service 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 the amended Scope of Service is \$86,340 and is included in the Fiscal Year 2010/2011 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by: Andrea Rosenberg Assistant Administrator July 13, 2010

Harry Weis

Chief Executive Officer

Attachments: Amended Scope of Service, Original Scope of Service, Board Order

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

Agreement No: A-11841 Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an amended Scope of Services with Reel Grobman & Associates from County Master Agreement for Professional Design Services at NMC's Specialty Clinic in an amount not to exceed \$185,340 (an increase of \$86,340) for the period July 1, 2010 through June 30, 2011.

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an amended Scope of Services with Reel Grobman & Associates from County Master Agreement for Professional Design Services at NMC's Specialty Clinic in an amount not to exceed \$185,340 (an increase of \$86,340) for the period July 1, 2010 through June 30, 2011.

PASSED AND ADOPTED this 31st day of August, 2010, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker, Potter

NOES:

None

ABSENT:

None

I, Gail T. Berkowski, 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 August 31, 2010.

Dated: August 31, 2010

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

Deputy

REVISED SLOTE OF SERVICE

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### ReelGrobman

July 14, 2010

Ms. Andrea J. Rosenberg Assistant Administrator, Operations and Support Services Natividad Medical Center 1441 Constitution Blvd., Bldg. 900 Salinas, CA 93912

Project: Specialty Clinic

Dear Ms. Rosenberg:

Reel Grobman & Associates is pleased to submit this proposal to provide additional professional design services related to the remodel and expansion of the existing Specialty Clinic on the second floor of the Medical Office Building 200 at Natividad Medical Center. This proposal also includes Mechanical, Electrical, Plumbing, and Structural disciplines which are attached hereto.

#### SCOPE OF WORK

Various additional services as described below.

1. Permit / Construction Document Revisions (Physician Work Room)

Revise the permit / construction documents based on the marked-up drawing A-5 dated May 12, 2010. The floor plan revisions shall include the following:

- Removing the scale from the Nurse Station; modifying casework accordingly.
- Replacing Waiting Alcove 2J069A with Doctor's Workroom for orthopedics.
- Replacing the Physician Workstation 2J029 with a Patient Sub-Waiting Area.
- Add a baby changing station to the existing Public Toilet 2J064.

#### 2. Plan Revisions (Registration)

Revise the previously-approved floor plan for the Specialty Clinic to include a separate entrance and exit into the clinic space at the registration desk in the main waiting area of the clinic. Generate one (1) revised floor plan option for your review. Revise this initial floor plan option based on any review comments and generate a final floor plan option for your approval.

3. Permit / Construction Document Revisions (Registration)

Revise the permit / construction documents based on the approved plan revision for a separate entrance and exit into the clinic space at the registration desk in the main waiting area of the clinic.

### ReelGrobman

#### 4. Air Measurement Report

Coordinate with air-balancing contractor to provide survey measurements for the HVAC and exhaust system as identified in the attached proposal from Alpha Air Balancing Agency, Inc.

#### 5. New HVAC Equipment

Coordinate with mechanical, electrical, and structural consulting engineers to provide design for new fan coll units if the air measurement report performed by Alpha Air Balancing Agency, Inc. indicates that the existing HVAC system cannot supply the required air to satisfy the new Specialty Clinic remodel.

#### PROFESSIONAL FEES AND EXPENSES

#### Compensation

Our professional fees for Architectural Services will be charged on a lump-sum basis as follows:

#### Architectural Services

1.	Permit / Construction Document Revisions (Physician Work Room)
	Reel Grobman & Associates
	Sub-Total
2.	Plan Revisions (Registration)
	Reel Grobman & Associates
	Reimbursable Expenses (estimate)
	Sub-Total
3.	Permit / Construction Document Revisions (Registration)
	Reel Grobman & Associates
	MDA (Mechanical / Plumbing)\$3,800
	Miller Pezzoni (Electrical)
	Reimbursable Expenses (estimate) \$3,800
	Sub-total
4.	Air Measurement Report
	Reel Grobman & Associates
	Alpha Air Balancing Agency, Inc. \$10,200
	Reimbursable Expenses (estimate)
	Sub-total

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ReelGrobman	
5. New HVAC Equipment	
Reel Grobman & Associates	\$6,300
MDA (Mechanical / Plumbing)	\$8,000
Miller Pezzoni (Electrical)	\$2,980
Structural Engineer (allowance)	\$3,000
Reimbursable Expenses (estimate)	<u>\$2,200</u>
Sub-total	\$22,480
Total Fees + Expenses	\$86,340
Terms and Conditions	
See the attached "Exhibit A" for terms and conditions for our current schedule of characteristical Medical Center.	arges, terms and conditions with
We appreciate this opportunity to be of service and look forward to working with you. Fe 408.288,7833 x212.	eel free to call me at
Sincerely,	
Frank L. Cedarbiade, AlA Principal California Architectural License C-018930	
enclosures	
cc: Brian Ceraban, ReelGrobman	
Should this proposal be acceptable, please sign below indicating your authorization to original for ReelGrobman's contract files.  Accepted:	

Company

Date



## EXHIBIT A HOURLY RATES SCHEDULE AND REIMBURSABLE EXPENSES

#### **Hourly Rates Schedule**

In determining project charges, individual billing rates will vary depending on the staff member assigned to the project. Current billing rates for various employee classifications are as follows:

<u>Discipline</u>	<u>Billing Rates</u>
Principal	\$145-\$180
Project Manager / Project Architect	
Senior Designer	
Job Captain	
Designer	
Drafter	

#### Reimbursable Expenses

In addition to the fees stated above, we charge for job-related expenses such as blueprinting, photocopy, color renderings, postage, messenger service, travel (as per the Monterey County Travel Policy), telephone, fax and incidental project-related materials and supplies at 1.1 times our cost. Administrative support services are charged on an hourly basis.

#### Terms and Conditions

We invoice monthly for work performed during the previous month. Payments are according to the County of Monterey Agreement for Professional Services Payment provisions, item Number 6.01.

#### Termination

Per Item 7 under County of Monterey Agreement of Professional Services dated October 24, 2008.

Interior Architecture

96 N. Second Street

San Jose, California

95113

Main 408.288.7833

Pax 408,286.0851

Natividad Exhibit A revised 081121.doc



Main Office: 725 Daisyfield Drive • Livermore • CA • 94551 Phone (925) 243-6600 • Fax (925) 243-1170 Branch Office: 2719 Encinal Ave., Suite A1 • Alameda • CA • 94501 Phone (510) 889-8144 • Fax (510) 889-8281

July 12, 2010

Reel Grobman & Associates 96 N. Second Street San Jose, CA 95113

Attn: Mr. Brian Cereban

Re:

Natividad Medical Center; Outpatient Expansion (2<sup>nd</sup> Floor) Option 1C; Proposal for Additional Professional Mechanical Engineering Services; Revised Floor Plans Option R1 or R2

Dear Brian:

Thank you for the opportunity to be of service to you. As requested I have prepared this proposal to provide Professional Mechanical Engineering services for the following Additional Services.

#### ADDITIONAL-SERVICES:

- 1. We will provide new cooling and heating load calculations for the revised floor plan options R1 or R2. We will provide HVAC design for the revised areas.
- 2. We will revise the plumbing drawings to indicate revised plumbing flxtures shown on options R1 or R2.

#### FEE:

We propose to provide the above services for an hourly not-to-exceed fee of Three Thousand Eight Hundred (\$3,800.00) Dollars.

Sincerely.

MDA Engineering, Inc.

David R. Gateño, P.E. President/Principal

Mr. Brian Cereban July 12, 2010 Page 2

For: Reel Grobman & Associates	For: MDA Engineering, Inc.
Approved by:	Approved by:
Name	Name
Title	<u>President</u> Title
Date	_07/12/10 Date



Main Office: 725 Daisyfield Drive • Livermore • CA • 94551 Phone (925) 243-6600 • Fax (925) 243-1170 Branch Office: 2719 Encinal Ave., Suite A1 • Alameda • CA • 94501 Phone (510) 889-8144 • Fax (510) 889-8281

July 12, 2010

Reel Grobman & Associates 96 N. Second Street San Jose, CA 95113

Attn: Mr. Brian Cereban

Re: Natividad Medical Center; Outpatient Expansion (2<sup>nd</sup> Floor) Option 1C;

Proposal for Additional Professional Mechanical Engineering Services;

New HVAC Units.

#### Dear Brian:

Thank you for the opportunity to be of service to you. As requested I have prepared this additional services proposal to provide Professional Mechanical Engineering services for the following Additional Services.

#### ADDITIONAL SERVICES:

1. If the air measurement report currently being performed by Alpha Air indicates that the existing HVAC system cannot supply the required air to satisfy the new remodeled shell space, then we will provide design for four new fan and coil units to serve the shelled space.

The fan and coll units will have fractional horsepower motors for the fans, chilled water and hot water colls, condensate systems and an outside air connection.

The fans will serve four separate thermostatic zones and will be suspended from the slab above.

We will coordinate with Electrical and Structural Engineers and Architect for locations and access.

We will provide design for the extension of the existing chilled water and hot water piping to the new fan and coil units.

We will review shop drawings and submittals of new fan and coil units, piping and accessories.

#### FEE;

We propose to provide the above services for an hourly not-to-exceed fee of Eight Thousand (\$8,000.00) Dollars.

Mr. Brian Cereban July 12, 2010 Page 2

Title

Date

Sincerely,

MDA/Eng/neering, Inc.

David R. Gateño, P.E.

President/Principal

For: Reel Grobman & Associates

Approved by:

Name

Name

President Title

07/12/10

Date



Reel Grobman & Associates 96 N Second Street San Jose, California 95113

Attn: Mr. Brian Ceraban

Project: Outpatient Expansion - 2<sup>nd</sup> Floor - Additional Services

Natividad Medical Center

Salinas, California

Dear Mr. Ceraban:

Thank you for the opportunity to provide this proposal for professional electrical engineering services. The scope of proposed services are as follows, based upon the RFP materials provided dated 7/12/2010:

#### Construction Document Revisions:

Based upon client/Architect input, revise current construction documents, including:

- Electrical demolition plans.
- Power distribution plans.
- Interior lighting plans.
- Fire alarm plans.
- Telephone raceway plans.
- Data network raceway, device and cabling plans.
- Nurse/Staff call plans.

Coordinate with mechanical engineer and Architect to verify revised scope of electrical systems. Revise electrical load analysis based upon load recordings prepared by others. Please note, we will provide load recordings as may be required for an additional fee of \$950.00 each at the owner's option.

#### Additional HVAC Equipment:

Based upon MEOR input, revise current construction documents, including:

Power distribution plans.

• Fire alarm plans.

Reel Grobman & Associates
Natividad Medical Center Expansion
Outpatient Expansion - 2<sup>nd</sup> Floor -Additional Services
Salinas, California
July 13, 2010
Page 2

Coordinate with mechanical engineer and Architect to verify revised scope of electrical systems. Revise electrical load analysis based upon load recordings prepared by others. Please note, we will provide load recordings as may be required for an additional fee of \$950.00 each at the owner's option.

#### Electrical Engineering Services for the above Additional services:

Construction Documents Revisions:	\$ 3,750.00
Additional HVAC equipment:	\$ 2,980.00
Total Fee Not to Exceed:	\$ 6,730.00

#### Hourly Breakdown:

Principal Engineer	7 hrs.	<u>@</u>	\$ 180	\$ 1,260.00
Associate Engineer	31 hrs.	@	\$ 130	\$ 4,030.00
CAD Operator	24 hrs.	@	\$ 60	\$ 1,440.00
				\$ 6,730.00

The above fees are based upon our Standard Fee Schedule attached. Should this proposal meet with your approval, please forward a work authorization and a preliminary schedule for our use. Should you have any questions please do not hesitate to contact me. Thank you for the opportunity to be of service to you.

Very truly yours,

MILLER-PEZZONI & ASSOCIATES, INC. Gregg E. Miller, P.E. President/CEO

GEM:dg

F;\10\432 Natividad Medical Center Expansion\Docs\Proposul\Reel Grobeman-Add Services 10) 07-13\_..wpd

## Miller-Pezzoni & Associates

909 15<sup>TR</sup> STREET, SUITE 7 MODESTO, CA 95354 (209) 575-0312 FAX (209) 575-0813

#### FEE SCHEDULE FOR PROFESSIONAL SERVICES

EFFECTIVE: JANUARY 1, 2008

The Following Fees are presently in effect for professional services available from our firm.

#### CONSULTATION SERVICES:

Investigative/Expert Witness		\$275.00 Per Hour*
Professional Consultation	_	 250.00 Per Hour*

#### ENGINEERING SERVICES:

Principal Engineer	\$180.00 Per Hour
Associate Engineer	130.00 Per Hour
Assistant Engineer	80.00 Per Hour
Cad Operator	60.00 Per Hour
Technician	70.00 Per Hour
Clerical	50.00 Per Hour

\* Charges for investigative services, expert witness or consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

Carrying charges equal to one percent per month, twelve percent A.P.R., may be assessed to all accounts over 30 days of billing, pursuant to our Standard Terms of Agreement.

Project fees quoted include one check set and one final vellum plot. Additional costs as follows:

24 x 36 Bond Print \$20.0

\$20.00 each

Blueprints

\$10.00 each

24 x 36 Vellum Plot

\$30.00 each

All transmittals via U.S. mail included in base proposal. Express mail, UPS, Fed Ex services additional at cost - multiplier 1.5



#### ALPHA AIR BALANCING AGENCY, INC.

P.O. BOX 3948, CARMEL. CALIFORNIA 93921-3948 Phone (831) 625-8195 Fax (831) 625-8196 E-mail info@alphairbalancing.com CONTRACTOR'S LICENSE NO. 708453

July 7, 2010

#### **PROPOSAL**

TO:

Reel Grobman / Interior Architecture

96 N. Second Street

San Jose, California 95113

ATTN:

Brian Ceraban, Architect, Project Manager

PROJECT:

Natividad Medical Center

Building 200 Second Floor Outpatient Expansion

1411 Constitution Blvd. Salinas, California 93906

(1) The total amount for all the work to survey the HVAC & Exhaust system, as described on the attached sheets for lump sum amount of:

(\$ 10,200.00) Ten Thousand Two Hundred dollars & 00/100 cents

Please note the exclusions on page 2, Items 3a - 3c.

The work includes the following:

Building 200 Exhaust & HVAC Survey Measurements on the following:

#### M2.1J First Floor Plan:

- 1. Measure Total Supply & Return Air at locations A-B / C-D with all VAV boxes set to maximum open condition (Pitot Traverse readings of the main ducts / sub-mains).
- 2. Measure Total Exhaust Air at locations E and F.

#### M2.2J Second Floor Plan;

- 1. Measure all Supply, Return & Exhaust registers & grilles at locations column lines S-W 6-10.4 with all VAV boxes set to maximum open condition.
- 2. For unit AHU-J-2, provide Supply & Return fans total CFM, total static pressure, motor horsepower & amp draw & record nameplate data (Provide data w/ VAV boxes set at full open on both floors).
- 3. Provide for Exhaust Fans EF-J-2 & EF-J-3 total CFM, total static pressure, motor horsepower, amp draw & record nameplate data.

- 2) Pricing changes for authorized additional scope of work not covered within item (1) above will be on a time and material basis:
  - a. Actual labor rate of \$132.00/hr for Straight time & \$ 170.00/hr. for Overtime.
  - b. General overhead and profit at 15% for material & labor costs.
  - c. For work performed on a lump sum basis: Adjustments to the contract price for any authorized change in the scope of work shall be mutually agreed upon by both parties before work on any change is performed.

#### (3) Exceptions:

- a. Temperature and automatic control calibration.
- b. Fan and motor sheave change.
- c. Repair or install any ductwork, temperature controller and air volume controller.
- (4) Schedule:
  - a. The total time required to complete the job is 3-4 working days. Starting time 5:00 P.M. to 12:30 A.M. (Premium time)
- (5) The terms of this contract will remain fixed for a period of 30 days, after which, they are subject to change. Receipt of this proposal with your counter signature will constitute our authorization to proceed. Payment is due in full upon receipt of our written report. All invoices with unresolved balances exceeding 30 days are subject to a 2% per month service charge.

ALPHA AIR BALANCING AGENCY, INC.

Romy A. Gonzales Signed	<u>07/07/10</u> Date	P.O. BOX 3948 Carmel, California 93921
Romy A. Gonzales	<u>President</u> Title	
Contractor's License Number	708453	
AUTHORIZATION TO PROCEE	D	Date



# service agreement DNGIMA Score OF SERVICE

Date:	Februa	ry 3, 2010	Add Services #	01
To: Andrea		Rosenberg	Ema <b>i</b>	RosenbergAJ@Natividad.com
	Assista	nt Administrator	Tet	(831) 755-4081
	Nativida	ad Medical Center		
	Operati	ions & Support Services		
	1441 C	onstitution Blvd., Bldg. 900		
	Salinas	, CA 93912		
From:	Brian C	eraban, RA		
Project:	Outpati	ent Expansion in Salinas, CA	RGA Project #:	NMC.57
Scope: Additional Architectural and Engineerin documents and provide construction acimprovement and expansion of the output Medical Center. The additional scope of		dministration service patient clinic on the	ses for the 5,700 sq. ft. tenant a second floor of the Natividad	
	•••	Preparing permit/ construction on the selected space plan opti	documents for the on #1C (dated 1/12	new Urgent Care Clinic based 2/10).
	-	Submitting permit application building permit,	and drawings to t	he County of Monterey for a
	<b></b>	Revising and resubmitting perm necessary.	nit documents base	ed on plan check comments, if
	-	<ul> <li>Providing construction administration services, including site visits (maximum of four for Reel Grobman &amp; Associates and a maximum of three for consultants), responding to contractor's Requests for Information, preparing punch list, and conducting a final walkthrough.</li> </ul>		
Assumptions:	-	Accurate as-built drawings will t	oe provided.	
	-	Sprinkler and Fire Alarm engine	ering will be Desig	n / Build.
Not included:	-	Services which are not specificate	ally outlined or desc	pribed.
	1	Additional work resulting in changes requested after prior a	anges to the scope pproval.	of work as indicated or from
	•	Cost estimating services.		
		Identification and / or abatem limited to – asbestos is not inclu		materials including - but not
	-	Furniture, artwork or landscape	design.	
	-	Design of fire sprinklers system system.	ns, fire alarm, nurse	call, or any other low-voltage
		Changes in equipment once the	e permit/ construction	on documents are past 50%.
	-	Re-design of deficient portions systems beyond the project limit		/AC, plumbing, and electrical
	-	Changes to the design require regulations, or building inspect		

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Main 408.288.7833 Fax 408.286.0851

95113



	of the drawings.		
Deliverable	s: Permit/ Construction Documents		
Principal:	Frank Cedarblade, AIA	Calif. Arch. Llc. # C-018930	
Project Manager:	Brian Ceraban, RA		
Fee	Current Contract Amount:		
Arrangeme	nt: Original Fee Amount	\$14,400	
-	Reimbursable Expenses	\$2,200 (Estimate)	
	Subtotal	\$16,600	
	Additional Services per this Agreement:		
	RGA	<b>\$52,24</b> 0	
	MDA (Mechanical/ Plumbing)	\$10,500	
	Miller Pezzoni (Electrical)	\$11,100	
	Structural allowance	\$1,000	
	Reimbursable Expenses	\$7,480 (Estimate)	
	Subtotal	\$82,320	
	Revised Contract Amount:		
	Fee Amount	\$89,240	
	Reimbursable Expenses	\$9,680 (Estimate)	
	Total	\$98,920	

See the attached "Exhibit A" for terms and conditions for our current schedule of charges, terms and conditions with Natividad Medical Center.

Should this proposal be acceptable, please sign below indicating your authorization to proceed and return one (1) original to our office for our contract files.

Accepted:		
	Andrea Rosenberg	Date
	Natividad Madical Contor	

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San Jose, California

95113

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#### EXHIBIT A HOURLY RATES SCHEDULE AND REIMBURSABLE EXPENSES

#### **Hourly Rates Schedule**

In determining project charges, individual billing rates will vary depending on the staff member assigned to the project. Current billing rates for various employee classifications are as follows:

<u>Discipline</u>	Billing Rates
Principal	\$145-\$180
Project Manager / Project Architect	\$125-\$140
Senior Designer	\$110-\$125
Job Captain	\$100-\$110
Designer	\$80-\$100
Drafter	\$80-\$95

#### Reimbursable Expenses

In addition to the fees stated above, we charge for job-related expenses such as blueprinting, photocopy, color renderings, postage, messenger service, travel (as per the Monterey County Travel Policy), telephone, fax and incidental project-related materials and supplies at 1.1 times our cost. Administrative support services are charged on an hourly basis.

#### Terms and Conditions

We invoice monthly for work performed during the previous month. Payments are according to the County of Monterey Agreement for Professional Services Payment provisions, Item Number 6.01.

#### Termination

Interior Architecture

Per Item 7 under County of Monterey Agreement of Professional Services dated October 24, 2008.

96 N. Second Street

San Jose, California

95113

Main 408,288,7833

Fax 408,286,0851

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REELGROBM Client#: 1256 ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 04/02/12 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE PRODUCER Dealey, Renton & Associates HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR P. O. Box 12675 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Oakland, CA 94604-2675 510 465-3090 INSURERS AFFORDING COVERAGE NAIC# INSURER A: Hartford Casualty Insurance Co. INSURED Reel/Grobman & Associates INSURER B: Hartford Accident & Indemnity 96 North Second Street INSURER C: ACE American Insurance Company San Jose, CA 95113 INSURER D: Hartford Underwriters Ins. Co. INSURER E: **COVERAGES** 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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NSR ADD'L LTR INSRD POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY) TYPE OF INSURANCE POLICY NUMBER 03/01/13 EACH OCCURRENCE \$1,000,000 03/01/12 Α GENERAL LIABILITY 57SBALN0092 DAMAGE TO RENTED PREMISES (Fa occurre COMMERCIAL GENERAL LIABILITY \$500,000 GENERAL LIAB \$10,000 CLAIMS MADE | X OCCUR EXCLUDES CLAIMS MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY ARISING OUT OF \$2,000,000 THE PERFORMANCE GENERAL AGGREGATE \$2,000,000 OF PROFESSIONAL PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-SERVICES. 07/30/12 57UECPC8310 07/30/11 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$1.000.000 Χ ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS Χ HIRED AUTOS BODILY INJURY (Per accident) \$ NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT GARAGE LIABILITY ANY ALITO EA ACC OTHER THAN AUTO ONLY: AGG 03/01/13 Δ 57SBALN0092 03/01/12 EACH OCCURRENCE \$5,000,000 EXCESS/UMBRELLA LIABILITY X OCCUR AGGREGATE s5,000,000 CLAIMS MADE DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS All operations of the named insured.

57WECLQ4745

EONG24871393003

The County of Montery, its officers, agents and employees are named as Additional Insured's to General and Auto Liability per policy form (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Natividad Medical Center	DATE THEREOF, THE ISSUING INSURER WILL KNOWN RETO MAIL30_ DAYS WRITTEN
Attn: Contracts Manager	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, XXXX KANXINDEXXXXQQSQSHXXX
1441 Constitution Blvd	WXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Salinas, CA 93906	REDRESENDATIVEXX
,	AUTHORIZED REPRESENTATIVE
	a magre

09/01/11

04/18/11

09/01/12

04/18/12

\$1.000.000

RETENTION

WORKERS COMPENSATION AND **EMPLOYERS' LIABILITY** 

If yes, describe under SPECIAL PROVISIONS belo

OTHER Professional

Liability

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

R

\$ 10000

E.L. EACH ACCIDENT

\$4,000.000 per claim \$4,000,000 annl aggr.

E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT | \$1,000,000

Insured: Reel/Grobman & Associates
Insurer: Hartford Casualty Insurance Co.

Policy Number: 57SBALN0092 Policy Period: 3/01/12-3/01/13

EXCERPTS FORM: Hartford Form SS 00 08 04 05

#### BUSINESS LIABILITY COVERAGE FORM

#### C. WHO IS AN INSURED:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;

(b) in connection with your premises owned by or rented to you; or

- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the

"products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

#### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and noncontributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## EXCERPT FROM Hartford Form SS 04 38 06 01 HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.

## EXHIBIT B INSURANCE JUSTIFICATION

Vendor/Contractor Name: Reel Grobman & Associates

#### **Automobile Liability Additional Insured Endorsements**

Business Justification:

The Vendor has supplied proof of Automobile Liability Insurance at the County required levels. NMC requests the Agreement be approved and the requirement for the Additional Insured Endorsement for Auto Insurance be waived.

MMea Rosenberg
Harry Weis

Chief Executive Officer

Date: 4-10-12