

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN A&B FIRE PROTECTION and SAFETY, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
REPAIR, MAINTENANCE AND TESTING OF FIRE SAFETY EQUIPMENT AND SYSTEMS**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and A&B Fire Protection and Safety, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for repair, maintenance and testing of fire equipment and systems with a term July 1, 2015 through December 31, 2017 and a total Agreement amount not to exceed \$68,907; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through December 31, 2020 to allow for services to continue with revised scope of work attached hereto as “Exhibit A-1 per Amendment No. 1” which includes additional inspections and services associated with the term extension as well as a slight increase in CONTRACTOR billing rates, with a \$159,161 increase to the Agreement for a revised total Agreement amount not to exceed \$228,068.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A July 1, 2015 through December 31, 2017 and as set forth in EXHIBIT A-1 per Amendment No. 1 January 1, 2018 through December 31, 2020. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$228,068.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from July 1, 2015 through December 31, 2020 unless sooner terminated pursuant to the terms of this Agreement.”

3. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
~~Exhibit A: Scope of Services/Payment Provisions~~
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective January 1, 2018.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
11/14/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
11-14-17

CONTRACTOR

A & B Fire Protection and Safety, Inc.

CONTRACTOR's Business Name

See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

_____ **TODD FLORY PRESIDENT**
Name and Title

Date: _____
10-31-17

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

_____ **Angela Florey Asst. Secretary**
Name and Title

Date: _____
10/31/17

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

**To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as “NMC”
AND
A&B Fire Protection and Safety, Inc., hereinafter referred to as
“CONTRACTOR”
Revised Scope of Work / Payment Provisions A-1
Effective as of January 1, 2018**

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

A&B Fire Protection and Safety, Inc. provides fire protection and safety services to NMC. A&B Fire Protection and Safety, Inc. has the ability to provide fire extinguisher sales and service; fire sprinkler and pre-engineered fire suppression systems; fire alarm systems; first aid kits and supplies; and personal safety equipment. Preventative maintenance inspections are done at NMC per regulatory codes and standards under the NFPA 99 (National Fire Protection Association), Standard for Health Care Facilities and Joint Commission Accreditation. After inspections A&B Fire Protection and Safety, Inc. will provide a comprehensive report identifying items that pass or fail testing. Items that fail are required to be repaired immediately. Equipment diagnostics and repairs are done by A&B Fire Protection and Safety, Inc. on an as-needed basis.

Per Joint Commission Accreditation NMC must follow certain elements of performance completed and have proper documentation. NMC shall contract the CONTRACTOR to assist with the following elements:

1. NMC must test valve tamper switches quarterly and document that the test has been completed (NFPA 25, 1998 Edition (Section 2-3.3 and 3-3.3) and NFPA 72, 1999 edition (Table 7-3.2)).
2. NMC must have the campus automatic sprinkler system tested once every 12 months; NMC must test main drains at system low point or at all system risers (NFPA 25, 1998 Edition (Section 6-3)).
3. NMC must conduct water-flow tests every 5 years (NFPA 25, 1998 edition).
4. NMC must inspect any automatic fire-extinguishing systems in the kitchen every 6 months (NFPA 96, 1998 edition).
5. NMC must test carbon dioxide and other gaseous automatic fire-extinguishing systems every 12 months.

B. CONTRACTOR Obligations:

1) CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs of piped medical gas infrastructure. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more fire doors under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

2) Scope of Service:

Furnish all labor, material, and equipment to properly inspect and test backflow devices, this is governed by California Department of Public Health to comply with requirements of California Administrative Code Title 17, § 7583-7605, and PUC Rule 16c, which state that each utility must assure that its water system is protected against backflow from consumer's premise.

3) CONTRACTOR shall provide an **Annual Backflow Tests** and any necessary repairs following inspection.

Job Description:

Work to include, but not limited to the following items: Visual inspection and testing of backflow device on an annual basis by certified tester with certified equipment. Tester will hold certificate titled Backflow Prevention Assembly General Tester Certificate. The purpose of the testing is to test the tightness of the check valve to ensure no backflow of water into the city water supply.

4) CONTRACTOR shall provide an **Annual Inspection of fire sprinkler systems** and any necessary repairs following inspection.

Job Description:

Work to include, but is not limited to the following items. Visual inspection of overhead piping, sprinkler heads, hangers, and bracing; Internal inspection of all alarm valves and check valves; Hydrostatic test and flush of fire sprinkler piping; Water flow testing through main drain and inspectors test valves; Test water flow, pressure switch, and supervisory tamper switches; Inspect and flush Fire Department Connections; Inspect tanks, fire pumps, and above ground fire service piping and valves; Hydrostatic testing and inspection of all wet and dry standpipe systems; Test or replace pressure gauges (5 year); Visually inspect structure for changes that would require alterations to fire system.

5) CONTRACTOR shall provide a **Semi-Annual Inspection of FM200 Inergen Fire System** and any necessary repairs following inspection.

Job Description:

Work to include, but not limited to the following items: Visual inspection and testing of smoke detectors, pull stations, alarm panels, abort operation, cylinder pressure, piping, brackets, and nozzles. Check system fired annunciation control head fired, HVAC shut down.

6) CONTRACTOR shall provide a **Semi-Annual Inspection of Hood Systems (2)** and any necessary repairs following inspection.

Job Description:

Work to include, but not limited to the following items: Visual inspection, test fire system, clean nozzles, change heat links, weigh cartridges, and check chemical.

7) CONTRACTOR shall provide an **Annual Inspection of Fire Extinguishers (APPROX. 174)** and any necessary repairs following inspection.

Job Description:

Work to include, but not limited to the following items: Visual inspection of each fire extinguisher to ensure that it is not leaking, damaged or has not been tampered with; weigh the fire extinguisher to meet specification and change certification tag, if the fire extinguisher is functioning. Excludes tear down of fire extinguishers.

8) CONTRACTOR shall provide **miscellaneous maintenance and repairs.**

Job Description:

Work to include, but not limited to the following items: Maintenance and repairs (emergency, annual and 5 year) of all fire protection systems as required on all buildings, underground fire service, hydrants, PIV's, backflow devices, and fire extinguishers. All work to be itemized for each repair.

9) CONTRACTOR shall follow NMC safety requirements as follows:

- i. Identification: CONTRACTOR must provide identification cards for each employee. Identification cards are to include employee name, color photograph, and company name. All identification cards must be worn at all times and displayed at belt level in compliance with Good Manufacturing Practices.

- ii. Uniforms and Personal Protective Equipment: CONTRACTOR must provide employees with uniforms clearly identifying company and employee. CONTRACTOR must educate employees on proper adherence to Good Manufacturing Practices, which include use of hairnets, beard nets, ear protection, and safety glasses in processing or laboratory areas. Shoes worn by CONTRACTOR employees must be non-skid, slip resistant variety.
- iii. CONTRACTOR agrees its employees shall be required to check in with the NMC Engineering Department prior to all on-site visits and all services rendered on-site.

C. NMC Obligations:

1) NMC agrees to coordinate site access for CONTRACTOR for all scheduled and unscheduled work.

D. Pricing/Fees:

- 1) For pricing, please refer to attached schedule.
- 2) There shall be no travel reimbursement allowed during this Agreement.
- 3) CONTRACTOR to submit invoices upon completion of deliverables.
- 4) NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- 5) CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- 6) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- 7) NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- 8) Parts provision rates based upon standard national market value.
- 9) CONTRACTOR's compensation for services rendered shall be based on the following rates:

Pricing between 7/1/15 -12/31/17 shall be as follows:

PM Services	Cost	Tax	Amount of Items	Occurance Per Year	Annual	Total for Agreement
BACKFLOW TEST (2) BACKFLOW DEVICES	\$86.70		2	1	\$173.40	\$346.80
ANNUAL INSPECTION OF Fire Sprinkler Systems	\$7,481.70		1	1	\$7,481.70	\$14,963.40
FM200 INERGEN FIRE SYSTEM	\$255.00		1	2	\$510.00	\$1,020.00
HOOD SYSTEM (2 SYSTEMS)	\$306.00	\$27.92	2	2	\$1,335.69	\$2,671.38
FIRE EXTINGUISHERS (APPROX. 174)	\$2,040.00		1	1	\$2,040.00	\$4,080.00
Total						\$23,081.58

MISC Service and Repairs	Cost	Tax	Avg Number of Hours	Total for Agreement
MAINTENANCE AND REPAIRS Hourly Rate	\$125.00		192	\$24,000.00
MISCELLANEOUS MATERIALS	\$20,000.00	\$1,825.00		\$21,825.00
Total				\$45,825.00

Total Agreement Amount	\$68,907.00
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Pricing between 1/1/18 – 12/31/20 shall be as follows:

PM SERVICES	COST	OCCURANCE PER YEAR	TOTAL PER YEAR	2018	2019	2020
Back Flow Test 2 devices	\$90.00	2	\$180.00	\$180.00	\$185.00	\$191.00
Annual Fire Sprinkler Inspection	\$7,631.00	1	\$7,631.00	\$7,631.00	\$7,860.00	\$8,095.00
5yr Fire Sprinkler Inspection			*Once Per Contract Term			
FM200 Inergen Fire System	\$285.00	2	\$570.00	\$570.00	\$587.00	\$604.00
Hood System 2 Sytems/Ansul	\$650.00	2	\$1,300.00	\$1,300.00	\$1,339.00	\$1,379.00
Fire Extinguishers Annual (Approx 250)	\$2,990.00	1	\$2,990.00	\$2,990.00	\$3,079.00	\$3,171.00
MAINTENANCED AND REPAIRS	25,000	AS NEEDED	25,000	\$25,000.00	\$25,000.00	\$25,000.00
Hourly Rate (125.00)						
OT Rate (165.00)						
MISC MATERIALS AND PARTS	15,000	AS NEEDED	15,000	\$15,000.00	\$15,000.00	\$15,000.00
				\$52,671.00	\$53,050.00	\$53,440.00
Annual fire sprinkler inspection pricing includes buildings 840 & 880				CONTRACT TOTAL:		
					\$159,161.00	

A&B Misc. Materials and Parts Examples- (as needed)

- **Fire Sprinkler System Parts:**
 - Fire Sprinkler Heads
 - Fire Sprinkler Piping
 - Fittings
 - Valves
 - Hangers
 - Bracing
 - Signage
- **Hood System Parts:**
 - Fusible Links
 - Protective Caps
 - Cartridges
- **Fire Extinguisher Parts:**
 - O-rings
 - Pull Rings
 - Brackets

E. Prevailing Wages and DIR Registration

- 1) This Agreement involves the provision of repair work done under contract and paid for in whole or in part out of public funds. Accordingly CONTRACTOR shall comply with provisions of the Labor Code (Sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>
- 2) DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.