

**AMENDMENT NO. 10
TO SERVICES AGREEMENT
BETWEEN Johnson Controls, Inc., AND
NATIVIDAD MEDICAL CENTER
FOR
Repair and Maintenance of Various Mechanical Control Systems, Building Automation and
Variable Frequency Driver Systems**

This Amendment No. 10 to the Services Agreement ("Agreement"), dated July 1, 2006 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Johnson Controls, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for repair and maintenance of various mechanical control systems, building automation for HVAC and Variable Frequency Drives (VFDs) with a one year term and a total Agreement amount not to exceed \$60,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2007 via Renewal and Amendment No. 1 to extend the term for an additional one year period through July 30, 2008 and to add an additional \$60,000, thereby increasing the total agreement amount to \$120,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2008 via Renewal and Amendment No. 2 to extend the term for an additional one year period through June 30, 2009 and to add an additional \$70,000, thereby increasing the total agreement amount to \$190,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2009 via Renewal and Amendment No. 3 to extend the term for an additional one year period through June 30, 2010 and to add an additional \$70,000, thereby increasing the total agreement amount to \$260,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2009 via Renewal and Amendment No. 4 to extend the term for an additional one year period through June 30, 2010 and to add an additional \$12,000, thereby increasing the total agreement amount to \$272,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2010 via Renewal and Amendment No. 5 to extend the term for an additional one year period through June 30, 2011 and to add an additional \$82,000, thereby increasing the total agreement amount to \$354,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2011 via Renewal and Amendment No. 6 to extend the term for an additional one year period through June 30, 2012 and to add an additional \$110,000, thereby increasing the total agreement amount to \$464,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2012 via Amendment No. 7 to extend the term for an additional one year period through June 30, 2013 and to add an additional \$110,000, thereby increasing the total agreement amount to \$574,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Amendment No. 8 to extend the term for an additional one year period through June 30, 2014 and to add an additional \$110,000, thereby increasing the total agreement amount to \$684,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 9 to extend the term for an additional one year period through June 30, 2015 and to add an additional \$100,000, thereby increasing the total agreement amount to \$784,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one year period through June 30, 2016 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-10 per Amendment No. 10" with a \$216,868 increase for the added services for a total Agreement amount of \$1,000,868.



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 Original Agreement and in Renewal and Amendment No. 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, Renewal and Amendment No. 4, Renewal and Amendment No. 5, Renewal and Amendment No. 6, Amendment No. 7, Amendment No. 8 and Amendment No. 9 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "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-10 as per Amendment No. 10 attached hereto this Amendment No. 10. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,000,868. "***
2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following; ***"The term of this Agreement is July 1, 2006 to June 30, 2016 unless sooner terminated pursuant to this Agreement"***

Section 4, "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-10: revised Scope of Services/Payment Provisions as per Amendment No. 10".

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 10 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, Renewal and Amendment No. 4, Renewal and Amendment No. 5, Renewal and Amendment No. 6, Amendment No. 7, Amendment No. 8 and Amendment No. 9.
4. A copy of this Amendment No. 10 shall be attached to the Original Agreement.



IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 10 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray, DO, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 6/9/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 6-9-15

CONTRACTOR

Johnson Controls, Inc
CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

FRANK DOYLE
Name and Title

REGIONAL GENERAL MANAGER
Date: 1/6/2015

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

TINA D'AGOSTIN
Name and Title

Date: 6/1/15

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

Exhibit A-10

**Amendment No. 10: Professional Services Agreement
Between Johnson Controls and Natividad Medical Center
for
Repair and Maintenance of Various Mechanical Control Systems, Building
Automation, and Variable Frequency Drive Systems.**

PLANNED SERVICE AGREEMENT SCOPE OF WORK:

Natividad Medical Center Facility Personnel Tasks:

- Indicate appropriate person(s) for technicians to check in with each visit
- Work with technicians to identify areas of work for each visit
- Send additional critical tasks for visits at least (2) weeks in advance
- Provide 30 day notice for use of discretionary controls days (detailed in Building Management System Technician tasks description below)
- Call the Johnson Controls Service Hotline at (866) 819-0234 to schedule repair services for mechanical equipment and controls
 - Note: this hotline is available 24/7/365 for repair services to critical systems that cannot wait for a scheduled visit.
- Provide reasonable access to the facility and equipment
- Provide a safe working environment
- Adhere to the Johnson Controls Stop Work Policy

Johnson Controls Mechanical Technician Tasks:

- Monthly visit
 - Check and calibrate (20) pneumatic thermostats per visit (50% of thermostats shall be calibrated per year)
 - Location of (20) stats shall be identified in advance by the onsite personnel
 - Verify actuator operation for device attached to thermostat as access permits
 - Verify pneumatic damper actuator operation on Air Handling Units
- Every other month inspect Danfoss VFDs
 - Check for alarms
 - Inspect physical condition/location
 - Check for cooling fan operation
 - Make recommendations for repair or upgrade
- Blow heat sinks out with nitrogen once annually
- If possible, shut down VFD annually, lock out power and tighten all low and high voltage terminals
 - "Possibility" depends on criticality of VFD and ability to shut down per the facilities direction
- Exclusions for mechanic scope:
 - Anything not listed in the scope above
 - Any repairs of mechanical systems
 - Changing filters, belts and greasing motors

Johnson Controls Building Management System Technician Tasks:

- Scheduled Monthly visits
 - Follow "Technician" PSA tasks/procedures outlined in the following pages, as required
 - "Equipment Maintenance" Task frequency:
 - Task 1 procedure— quarterly
 - Backup database every 6 months
- (6) additional discretionary days to be scheduled at need of facility
 - Must be scheduled (30) days in advance
 - Tasks 2-9 procedures- on an annual basis
 - Johnson controls will perform these tasks on (50%) of the items per year

Building Management System Technician PSA Task/Procedure:

1. Check-in with appropriate customer representative.
2. Coordinate with the customer for any operational issues and/or deficiencies as well as their priority levels.
3. Develop a plan with the customer to clear the issues list and schedule any required maintenance.
4. Complete any required customer's issues list, record observations.
5. Complete any *required* BMS Equipment Maintenance Task/Procedure checklists (see below), record observations.
6. Check-out and report observations to appropriate customer representative.

Building Management System (BMS) Equipment Maintenance Task/Procedure

1. Network Automation Engine (NAE) Task/Procedure
 - a. Verify device on-line status with the system. Insure proper communication, correct as required
 - b. Review Metasys for CRITICAL, FOLLOW-UP, OFF-LINE, OVERRIDE, DISABLED and LOCKOUT status indications
 - c. Perform corrective measures as appropriate to resolve discrepancies
 - d. Review Metasys system event log for verification of system performance
 - e. Perform corrective measures as appropriate to resolve discrepancies
 - f. Review Metasys system diagnostics for verification of network throughput and communications performance
 - g. Perform corrective measures as appropriate to resolve discrepancies
 - h. Ensure integrity of trunk/field point connections
 - i. Clean interior and exterior surface
 - j. Provide summary report of system performance to appropriate customer personnel
2. Field Equipment Controller (FEC) Task/Procedure
 - a. Ensure integrity of all trunk/field point connections
 - b. Review system diagnostics for confirmation of reliable on-line performance
 - c. Perform corrective measures as appropriate to resolve discrepancies
 - d. Confirm on-line status of field points, reliability of data points
 - e. Perform corrective measures as appropriate to insure expected performance
 - f. Check LEDs for proper power and status indications
 - g. Clean interior/exterior surfaces
3. VAV Modular Assembly (VMA) Controller Task/Procedure
 - a. Review system diagnostics for confirmation of reliable on-line performance
 - b. Perform corrective measures as appropriate to resolve discrepancies

4. Building Management System (BMS) – Field Controllers Task/Procedure
 - a. Ensure integrity of all trunk/field point connections
 - b. Confirm on-line status of field points, reliability of data points
 - c. Perform corrective measures as appropriate to insure expected performance
 - d. Review system diagnostics for confirmation of reliable on-line performance
 - e. Perform corrective measures as appropriate to resolve discrepancies
 - f. Clean interior/exterior surfaces
5. Routers Task/Procedure
 - a. Check LEDs for proper power and status indications
 - b. Check to insure batteries (Clock, Data Protection, Data Detection) are performing as required, replace as necessary
 - c. Verify database archive is up to date, and update archive as required
 - d. Clean interior/exterior surfaces
6. Control Loop Tuning Task/Procedure
 - a. Verify stable communication and operation of control loop at desired operating value(s)
 - b. Adjust control parameters as necessary for stable operation
 - c. Adjust operating set point (s)
 - d. Verify stable control at new value
 - e. Return control to original set point (s)
 - f. Verify stable control
7. Critical Point Task/Procedure
 - a. Verify stable communication and operation of critical point
 - b. Perform corrective measures for critical point as necessary for proper operation
 - c. Calibrate critical point as scheduled
 - d. Verify operation of point(s)/loop(s) indicated, record in FMS point log
 - e. Record actual and adjusted values as required
8. AI/BI Point Task/Procedure
 - a. Verify on-line status and calibration of input device indicated, record in point log
9. AO/BO Point Task/Procedure
 - a. Verify on-line status and calibration of output device indicated, record in point log

EQUIPMENT LISTING

Equipment Description	Manufacturer	Model/Serial Number	Size/Type	Qty	Location	Sched(s)	Coverage
Network Automation Engine	Johnson Controls	NAE35, NAE45, NCE25		6	B, C, D	212	B
Metasys Inegrator	Johnson Controls	MIG		2	B, D	213	B
Operator Workstation	Compaq	OWS		1	C	203,211	B
Printer	Epson	FX870		1	C	211	B
DX9100	Johnson Controls	DX9100		4	C, M	214	B
Network Terminal Units	Johnson Controls	NTU102	Backlit	3	B, C, D	212	B
Air Handling Unit Controller	Johnson Controls	AHU103		12	A, B, D, E, J, K	213	B
Make-up Air Unit Controller	Johnson Controls	UNT111		3	C	213	B
Isolation/Sensitive Room	Johnson Controls	VAV111	Critical Points	47	A, B, D, E, J	213	B
Misc Controller	Johnson Controls	UNT111		3	A, E, J	213	B
Pneumatic Zone	Various	Various		467	Throughout	100A	B
Pneumatic Valve Actuators	Johnson Controls	Various		569	Throughout	100A	B
Pneumatic Damper Actuators	Johnson Controls	Various		39	Throughout	100A	B

Coverages:

- A= Scheduled Service Labor
- B= Scheduled Service Labor and Scheduled Service Materials
- C= Scheduled Labor and Repair Labor
- D= Scheduled Service Labor, Scheduled Service Materials, and Repair Labor
- E= Scheduled Service Labor, Scheduled Service Materials, Repair Labor and Repair Materials



Clarifications

- Controls and mechanical technicians will be onsite for 8 hours for each visit
- Personnel training to take place after Metasys 7.0 Upgrade is complete
- In-house mechanical staff is responsible for changing filters, greasing motors, changing belts on Air Handling Units
- "System Upgrade and Repair Services" outlined in pricing below is reserve funds for additional services on an as-needed basis
 - This will only be billed when services are rendered
- Whiteboard repairs will be handled under the "System Upgrade and Repair Services" on a T & M basis
- 10% discount for Natividad Medical Center for parts and labor outside of this scope of work

Exclusions

- Changing filters, greasing motors, and changing belts/sheaves on air handling units
- Any repairs
 - Repairs handled under "System Upgrade and Repair Services" on a T & M basis
- Any work in areas containing or known to contain asbestos
- Any work in unsafe environments
- Any activities not explicitly stated above

Payment of Prevailing Wage

- This Amendment 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>

Authorizing Repairs

- Johnson Controls shall provide NMC written quotes for the maintenance services or repairs of HVAC system 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.

PRICING:

Item 1: Planned Service Agreement (one year)	\$99,868
Item 2: System Upgrade and Repair Services (inclusive of items 2A-2C below)	\$117,000
Item 2A: Metasys 7.0 Upgrade (Inclusive of items listed below)	\$65,000
Server	\$39,197
Software	\$5,225
Estimated Tax	\$4,053
Labor	\$16,525
Item 2B: Quarterly Controls Training for (2) Natividad Personnel	\$12,000
Item 2C: Mechanical/Controls Repair Services (as needed)	\$40,000

Thank you for the opportunity to offer Johnson Controls services to meet your building needs. I look forward to working with you to meet your project requirements. Please contact me if I can provide any further information.

Alicia Wolfe
Johnson Controls
Alicia.Wolfe@jci.com
Mobile: (480) 650-2696



Repair and Upgrade Services:

- Metasys 7.0 Upgrade
 - New turnkey Johnson Controls ADXTK-M-7.0-TN Server and operator workstation
 - Dell PowerEdge T430 Tower Server with 32GB memory and 600 GB hard drive space
 - Accessories: 19" flatscreen monitor, keyboard and mouse
 - Software package included: Windows Server operating system, SQL Server software, Symantec Endpoint Protection Antivirus Software, Internet Explorer web browser
 - Set up the new server and workstation
 - Set up new trends, alarms, programming, etc on server
 - Create relationship trees for ease in operator troubleshooting (new Metasys 7.0 feature)
 - Update graphics
 - Upgrade individual network engines to Metasys 7.0
 - Backup existing programming on controller
 - Download 7.0 upgrade
 - Make changes to programming as necessary
- Quarterly controls training for operators in the branch or Milwaukee
- Mechanical repairs as needed
 - Repair of BMS controls
 - Repair of pneumatic controls
 - Repair of air handling units, VAV boxes, other general mechanical systems