

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN GALLUN SNOW ASSOCIATES, INC AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIOR DESIGN SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on August 1, 2013 is entered into by and between the County of Monterey (hereinafter “COUNTY”), on behalf of Natividad Medical Center (hereinafter “NMC”), and **Gallun Snow Associates, Inc.**, (hereinafter “CONTRACTOR”). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the “Parties”, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Gallun Snow Associates, Inc. entered into an Agreement pursuant to the Request for Qualifications (RFQ #9600-48) for interior design services with a term August 1, 2013 through June 30, 2018 and a total Agreement amount not to exceed \$750,000; and

WHEREAS, the Parties amended the Agreement on April 28, 2016 via Amendment No. 1 to update the Scope of Services (Exhibit A of original Agreement) attached to the original Agreement to add billing rates for years 2016 through 2018 with “Exhibit A-1 as per Amendment No. 1” attached to Amendment No. 1, and with no change to the original Agreement term of August 1, 2013 through June 30, 2018 or to the original Agreement amount of \$750,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend it for an additional twenty (20) month period through April 30, 2020 for a revised full Agreement term of August 1, 2013 through April 30, 2020 and to add additional services to the Scope of Services for the completion of the Radiology Upgrade Project attached hereto as “Exhibit A-2 per Amendment No. 2” with an increase of \$294,000 for a revised total Agreement amount not to exceed \$1,044,000.

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 in 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 by removing:**

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$750,000.”

and replacing it with:

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,044,000.”

2. **The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended by removing:**

“The term of this Agreement is from August 1, 2013 through June 30, 2018 unless sooner terminated

pursuant to the terms of this Agreement.”

and replacing it with:

“The term of this Agreement is from August 1, 2013 through April 30, 2020 unless sooner terminated pursuant to the terms of this Agreement.”

3. **Section 4/ Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended by removing 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”

and replacing it with:

“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1

Exhibit A-2: Additional Scope of Services/Payment Provisions as per Amendment No. 2”

4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 2 shall be attached to the original Agreement.
6. This Amendment No. 2 shall be effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 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

AB Brereton
Name

Date: 9-21-17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Gary R. Gray
Name

Date: 9-22-17

CONTRACTOR

Gallun Snow Associates, Inc.
CONTRACTOR's Business Name

**Signature instructions below*

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

LISA GALLUN, PRINCIPAL
Name and Title

Date: 8-28-17

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

DANIELLE PEUL, PRINCIPAL
Name and Title

Date: 9/20/2017

***Signature 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 (2 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 (2 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 (1 signature required).

Amendment No.2 to Services Agreement
With Gallun Snow Associates, Inc.
Term: August 1, 2013 through April 30, 2020
Not to Exceed: \$1,044,000

EXHIBIT A-2: Additional Scope of Services/Payment Provisions as per Amendment No. 2

PROJECT DESCRIPTION

Our scope of services is anticipated to include work for the Natividad Medical Center (NMC) in Salinas, CA as described below. Actual hours could vary from those identified below depending on final scope of work.

AS-NEEDED SERVICES (FY 2017/2018)

1. Continue with design, contract administration, and closeout for Building 400, and Emergency Department
2. Provide interior design services for Radiology project
3. Bi-weekly coordination conference calls
4. Ongoing finish evaluation/selection for Med Surgical Unit and Intensive Care Unit (ICU)
5. Work with Foundation and potential donor on ICU refresh.
6. Interior design services as requested to address aesthetic refresh and safety concerns, miscellaneous areas
7. Update furniture standards and specify new furniture for miscellaneous requested areas
8. Evaluate and recommend flooring for 1st and 2nd floors to address patient safety
9. Update master finish selections as needed to address discontinued materials and/or improve cost/quality.
10. Interior design for SEA and Natividad Conference Rooms
11. Potential Pharmacy refresh
12. One site visit (time and expenses included)
13. Provide construction administration for continuing projects

CONSTRUCTION ADMINISTRATION- RADIOLOGY (July 2018-April 2020)

Allowance of approximately 12 hours per week to include:

1. Review shop drawings for interior finish items as necessary
2. Address Owner and/or Contractor requested changes
3. Evaluate proposed substitutions as required
4. Attend Owner Architect Contractor (OAC) conference calls on a bi-weekly basis
5. Four site visits during the interior finish work and furniture installation.
6. Punch list for interior finish and furnishing items. (conducted during site visits listed)

PROJECT FEE

Based on the services described we propose working hourly not to exceed the following:

As-Needed Design Services	\$ 161,000
One Site visit (2 people) FY 2017/2018	\$ 5,000
Radiology CA Services (22 months)	\$ 110,000
Four site visits between 7/18 and 4/20	\$ 18,000
Total	\$ 294,000

ADDITIONAL SERVICES

Any design or space planning services not specifically listed above shall be considered Additional Services and shall be available at the Client's written request and will be billed based on actual hours spent at the rates specified in the Agreement. This may include a separate site visit if requested.



**GALLUN
SNOW**

INTERIOR DESIGN

1920 Market Street, Suite 201 Denver, Colorado 80202 303.433.9500 866.846.7514 www.gallunsnow.com

GALLUN SNOW ASSOCIATES

FEE SCHEDULE

POSITION/TITLE	HOURLY RATE	
	2017/2018	2017 - 2020
Principal	\$ 161.53	\$ 161.53
Project Manager	\$ 129.23	\$ 129.23
Senior Designer	\$ 102.31	\$ 102.31
Designer	\$ 91.54	\$ 91.54
Design Support	\$ 70.01	\$ 70.01
Administrative/Clerical	\$ 70.01	\$ 70.01

REIMBURSABLE ITEMS TO BE BILLED

ESTIMATED COST BILL

	Total Cost	% Markup calculated
Travel and expenses per the Monterey County Travel Policy	Actual costs	
Black and white copies/prints	\$ 0.15	0%
Color copies/prints	\$ 0.75	0%
Black and white plot	\$ 6.50	0%
Color plot	\$ 9.00	0%
Color photo quality 8.5 x 11	\$ 4.50	0%
Color photo quality 11 x 17	\$ 9.00	0%
WebEx meetings	\$ 10.00	0%
Professional renderings	\$ 1,400.00	0%
Printing or copies by independent shop	Actual costs	0%
Postage and shipping	Actual costs	0%

Signature: _____