

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CERTIFIED MEDICAL TESTING AND
NATIVIDAD MEDICAL CENTER
FOR
ASSE 6030 MEDICAL GAS VERIFICATION SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Certified Medical Testing (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 piped medical gas and vacuum systems with a term of July 1, 2020 through June 30, 2024 and a total Agreement amount not to exceed \$181,400; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add \$15,115 for the added services attached hereto as "Exhibit A-1 per Amendment No. 1" for a total Agreement amount of \$196,515, with no change to the original term of the Agreement.

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 to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$196,515."
2. Section 4/ 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: Scope of Services/Payment Provisions as per Amendment No. 1."*
3. Except as provided herein, all remaining terms, conditions and provisions of the 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.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 shall be effective when signed by the last party.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

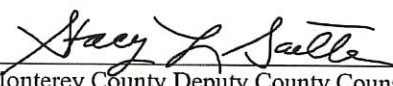
IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

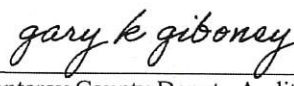
Date: 3/4/21

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 3/3/2021

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 3-3-2021

CONTRACTOR

Certified Medical Testing

CONTRACTOR's Business Name

See instructions below

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

Roland Lamer, Owner
Name and Title

Date: 2/12/21

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

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

Project: **Radiology Modernization Project**

Certified Medical Testing (CMT) shall provide the necessary ASSE 6030 Medical Gas Verification services affiliated with the referenced project.

Described below is the procedure utilized by CMT to perform the final inspection certification and testing for newly constructed Medical Gas systems. This procedure shall be utilized during inspection of the subject referenced project.

NFPA 99, 2015, Par. 5.1.12.3 Performance Criteria and Testing - Level 1 Piped medical Gas Systems
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Par. 5.1.12.3.1.3 Testing shall be conducted by a party technically competent and experienced in the field of medical gas and vacuum pipeline testing and meeting the requirements of ASSE 6030, *Professional Qualifications Standard for Medical Gas Systems Verifiers*.

Par. 5.1.12.3.2 Standing Pressure Test

Piping systems shall be subjected to a 10-minute standing pressure test at operating line pressure using the following procedure:

- (1) After the system is filled with Nitrogen or source gas, the source valve and all zone valves shall be closed.
- (2) The piping system shall show no decrease in pressure after 10 minutes.

Par. 5.1.12.3.3 Cross-Connection Test

After closing of walls and completion of requirements of 4-5.1.2, it shall be determined that no cross-connection of piping systems exists. All medical gas systems shall be reduced to atmospheric pressure. All sources of test gas from all of the medical gas systems, with the exception of the one system to be checked, shall be disconnected. This system shall be pressurized with oil-free nitrogen (NF Grade) to 50 psig (350 kPa gauge). With appropriate adapters matching outlet labels, each individual station outlet of all medical gas systems installed shall be checked to determine that test gas is being dispensed only from the outlets of the medical gas system being tested.

Par. 5.1.12.3.4 Valve Test

Valves installed in each medical gas system shall be tested to verify proper operation and rooms or areas controlled. Records shall be made listing the rooms or areas controlled by each valve for each gas.

Par. 5.1.12.3.5 Alarm Test – Warning Systems

Tests of warning systems for new installations (initial tests) shall be performed after the cross-connection testing (5.1.12.3.3), but before the purging and verifying (5.1.12.3.6). Initial tests of warning systems that may be included in an addition or extension to an existing pipe system shall be completed before connection of addition to the existing system. Test gases for the initial tests shall be oil-free, dry nitrogen.

Par. 5.1.12.3.6 Piping Purge Test

In order to remove any traces of particulate matter deposited in the pipelines as a result of construction, a heavy, intermittent purging of the pipeline shall be done.

The appropriate adapter shall be obtained from the facility or manufacturer, and high purge rates of at least 225 L per min. (8 SCFM) shall be put on each outlet.

After the purge is started, it shall be rapidly interrupted several times until the purge produces no discoloration in a white cloth loosely held over the adapter during the purge.

In order to avoid possible damage to the outlet and its components, this test shall not be conducted using any implement other than the proper adapter.

Par. 5.1.12.3.7 Piping Particulate Test

For each positive pressure gas system, the cleanliness of the piping system shall be verified. A minimum of 1000 liters (35 SCF) of gas shall be filtered through a clean, white 0.45 micron filter at a minimum flow rate of 100 NI/min (3.5 SCFM). Twenty-five percent of the zones shall be tested at the outlet most remote from the source. If any outlet fails this test, the most remote outlet in every zone shall be tested.

Par. 5.1.12.3.8 Piping Purity Test

For each positive-pressure system, the purity of the piping system shall be verified. Test each zone at the most remote outlet for dew point, total hydrocarbons (as methane), and halogenated hydrocarbons, and compare with source gas. The two tests shall in no case exceed variation as specified in the Maximum Allowable Variation Table, which follows. Test shall be performed with the use of oil-free, nitrogen gas as described in CGA P-9.

Par. 5.1.12.3.9 Final Tie-In Test

Prior to the connection of any work or any extension or addition to an existing piping system, the tests in 5.1.12.3.1 through 5.1.12.3.8 shall be successfully performed. Each joint in the final connection between the new work and the existing system shall be leak-tested with the gas of system designation at the normal operating pressure.

Par. 5.1.12.3.10 Operational Pressure Test

All gas outlets with a gauge pressure of 50 psig. including, but not limited to, oxygen, nitrous oxide, medical air, and carbon dioxide, shall deliver 3.5 SCFM with at pressure drop of not more than 5 psig and static pressure of 50 – 55 psig. Support gas outlets shall deliver 5.0 SCFM with a pressure drop of not more than 5 psig. gauge and static pressure of 160-185 psig. Medical Vacuum inlets shall draw 3 SCFM without reducing the vacuum pressure below 12 in. HG> at any adjacent inlet. Oxygen and medical air outlets

Piping systems, with the exception of nitrogen systems, shall maintain pressure at 50 +5/-0 psig (345 +35/0 kPa gauge) at all station outlets at the maximum flow rate in 4-5.1.3.8(d) and (e).

(2) Oxygen, nitrous oxide, and air outlets shall deliver 3.5 SCFM with a pressure drop of no more than 5 psig (35 kPa) and static pressure of 50 psig (350 kPa).

(3) Nitrogen outlets shall deliver 5.0 SCFM with a pressure drop of no more than 5 psig (35 kPa) and static pressure of 160 psig (1118 kPa).

Par. 5.1.12.3.11 Medical Gas Concentration Test

After purging each system with the gas of system designation, the following shall be performed:

- (1) Each pressure gas source and outlet shall be analyzed for concentration of gas, by volume.
- (2) Analysis shall be with instruments designed to measure the specific gas dispensed.

Par. 5.1.12.3.12 Medical Air Purity Test (Compressor System)

The Medical Air source shall be analyzed for concentration of contaminants by volume prior to the source valve being opened.

Par. 5.1.12.3.13 Labeling

The presence and correctness of labeling required by this code for all components shall be verified.

Par. 5.1.12.3.14 Source Equipment Verification

- A. Gas supply sources shall be tested for proper function prior to be put into service.

B. The Medical Air Compressor System shall be tested for air quality, alarm sensors, and lead-lag controls.

A written report containing detailed listings of all findings, results, and any corrective actions that may have been performed, shall be submitted to the responsible facility authority, the authority having jurisdiction, and the installer.

Radiology Modernization Demo and Make Ready---\$ 6,265.00
ASSE 6030 Medical Gas Verification Phased-----\$ 8,850.00

Total Service Fee: \$ 15,115.00

Service fee schedule shall include unlimited job site visits as necessary including off hour/weekends, to provide for multiple planning meetings, progressive verification procedures, and final certification per the NFPA 99, 2015.

Prevailing Wage Requirements for Maintenance and Repairs

1. **Prevailing Wages:** 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/dlsr/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.
3. **Posting of Prevailing Wages at Job Site:** CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.