

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN GNU Group AND
THE NATIVIDAD MEDICAL CENTER
FOR
Signage Analysis & Master Plan Services at NMC**

This Amendment No. 2 to Professional Services Agreement ("Agreement"), dated September 1, 2013, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and **GNU Group** (Contractor), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Signage Analysis & Master Plan Services per RFQ 9600-42 with a Nine (9) month term September 1, 2013 through June 30, 2014 and with a total amount not to exceed \$184,500, NMC approve two (2) future amendments to extend the term of the Agreement for two (2) additional one (1) year periods and to increase the Agreement by no more than 5% of the original Agreement amount per each subsequent fiscal year; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No.1 wish to amend the Agreement to extend the term for an additional one (1) year period through June 30, 2015 with no increase to the total agreement amount; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional one year period through June 30, 2016 to allow for services to continue and to also add additional services to the scope of work attached hereto as "Exhibit -A-2 per Amendment No.2" with a \$78,860 increase for the added services for the total Agreement amount of \$263,360.

AGREEMENT

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

1. The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and in Amendment No.1 and 2, incorporated herein by this reference, except as specifically set forth below.
2. Section 4, "Scope of Services" shall be amended to include all of the following:
Phase 1 Interior Signage, Phase 2 exterior Signage and Exhibit-A-2 per Amendment No.2.
3. Section 5. "TERM OF AGREEMENT" shall be amended to the following; *"The term of the AGREEMENT is September 1, 2013 through and including June 30, 2016".*
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 2 shall be attached to the original Agreement (No.12552/MYA1021).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment 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: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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).



Natividad Medical Center
Construction Administration

I. Project Understanding

GNU Group will provide construction administration for the exterior and interior Wayfinding Master Program (WMP) for final and approved design and programming documentation.

II. Scope of Services – WMP Construction Administration

- Develop exterior Master Sign Program documentation and planning approvals
- Development of bid narrative and written performance specifications in conjunction with Natividad Medical Center (NMC) for fabrication and installation services
- Meeting with selected fabricator/installer
- Information coordination with architect for OSHPD submittal
- Fabricator construction/shop drawing/proof, samples and color reviews
- Project meetings, schedule development, coordination and maintenance
- Coordination with facilities/engineering or GC of architectural modifications to include: painting, minor wall renovations and installation of structural backing
- Pre-installation walk-through & coordination with fabricator/installer
- Manage of sign installation to include some on-site oversight
- Manage punchlist
- Manage back punch
- Develop close-out record set signage documents
- Develop and provide web-based software/module wayfinding training program that will be used during transition/implementation phase of signage and for all new NMC staff orientation.
- Provide “train the trainer” training for NMC dedicated staff liaison who will be responsible for all staff education of new universal wayfinding and nomenclature signage program.



GNU Group will not proceed with work until we are in receipt of fully executed work authorization from NMC, which acts as our Notice-To-Proceed.

III. Compensation

Fees for the professional services for electronic wayfinding consultation described in the Scope of Services will be on a time and expense basis, with an estimated maximum fee as follows:

WMP Construction Administration	\$ 75,105
Reimbursables	\$ 3,755
TOTAL	\$78,860

Services will be invoiced monthly in accordance with the Work Authorization. The estimated maximum fee will not be exceeded without your prior written approval.

IV. Reimbursable Expenses

All reimbursable expenses will be invoiced monthly, accrued and identified as a separate line item on monthly progress billing. "Natividad Medical Center (County of Monterey) and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at, <http://www.co.monterey.ca.us/auditor/policies.htm>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when".

GNU represents that, during the terms of this Agreement, the prices, and other benefits hereunder are no less favorable than those provided to any other similar customer under similar circumstances. If not, then at the option of NMC, this Agreement shall be retroactively modified and adjusted to include and apply the more favorable prices, terms, conditions, and benefits.



Acceptance of this agreement constitutes acknowledgement and acceptance of the terms provided herein. If the terms described in this Letter Agreement meet with your approval, please indicate by signing below and returning one copy to GNU Group.

Best Regards,

Andrea Guzman

Andrea Guzman

Director of Program Management

cc: Phil Murphy, GNU Group

Agreed by: NMC

Signature/Date

Printed Name/ Title

EXHIBIT -A-2 PER AMENDMENT NO.2

Natividad Medical Center (NMC) - Exterior & Interior Construction Administration Work Plan - Fee Detail 03.27.15			Michael Schroeder Program Coordinator	Lisa Roeks Program Coordinator	TOTAL HOURS	TOTAL FEE
			\$ 150.00	\$ 135.00		% COMPLETE
CONSTRUCTION ADMINISTRATION			253	203	456	\$ 65,355
1.01	Coordination of information, documents, weights, etc. with Architect for OSHPD submittal by Architect		20	12		\$ 4,620
1.02	City meeting (1) to review of client approved sign program and discuss submittal format, review & approval process		12	0		\$ 1,800
1.03	Development of exterior Master Sign Program (MSP) documentation per city requirements		10	30		\$ 5,550
1.04	City Design Review Board meeting (1) to present MSP for final approval		16	0		\$ 2,400
1.05	Management of sign package distribution to fabricator/installer, responses (RFI's), conference call meetings, evaluation of pricing and selection assistance		40	20		\$ 8,700
1.06	Fabricator construction/shop drawing/proof, samples and color reviews		20	40		\$ 8,400
1.07	Project schedule development and management		16	0		\$ 2,400
1.08	Coordination with facilities of architectural modifications to include: paint, minor wall renovations and installation of structural backing		40	0		\$ 6,000
1.09	Pre-install meeting/walk through (2) to evaluate field conditions, safety and security protocols for installation		16	0		\$ 2,400
1.10	Management of installation to ensure design intent is met (on-site 1 day per week for 4 weeks = 4 days)		12	0		\$ 1,800
1.11	Punchlist evaluation walk, documentation, client review and approval (on-site 3 days)		12	40		\$ 7,200
1.12	Walk through with client (1 day)		8	8		\$ 2,280
1.13	Backpunchlist evaluation walk, documentation, client review and approval (on-site 1 day)		8	20		\$ 3,900
1.14	Final walk through with client (1 day)		8	8		\$ 2,280
1.15	Development of close out documentation conformed set to reflect RFI's, change orders and punchlist		15	25		\$ 5,625
1.16	Develop and provide web-based software/module wayfinding training program: content development, client review, on-site training of staff liason		65	0		\$ 9,750
TOTAL FEE - BASIC SERVICES						\$ 75,105
REIMBURSABLES (Travel & Print)						100%
1.17	Travel, while in performance of this agreement, including travel to facility from GNU Group (gas, bridge tolls, overnight stay, including tax; meals, including gratuities and tax while in Monterey County) will to conform to Monterey County Travel Policy.					\$3,379.5
1.18	Printing					\$375.5
						\$3,755.0
TOTAL FEE INCLUDING REIMBURSABLES						\$ 78,860