

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN RBB ARCHITECTS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
ARCHITECTURAL SERVICES FOR THE RADIOLOGY MODERNIZATION PROJECT
PER RFQ #9600-54**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on September 23, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and RBB Architects, 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 Architectural Services for the Radiology Modernization Project per RFP # 9600-54 with a term September 23, 2014 through June 30, 2017 and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2019 and to modify the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a \$1,307,000 increase for the added services which went into effect on July 1, 2016 for a total Agreement amount of \$2,524,350.

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 titled, "PAYMENTS BY COUNTY" 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-2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,524,350."
2. The first sentence of Section 3 titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from September 23, 2014 through June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4 titled, "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: Additional Scope of Work as per Amendment No. 1
Exhibit A-2: Additional Scope of Work 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 Agreement and in Amendment No. 1 and Amendment No. 2.

5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 shall be effective retroactive to July 1, 2016 to incorporate the added scope of services.

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. 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

Date: _____
4-14-17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
4/19/17

CONTRACTOR

RBB Architects, Inc.

CONTRACTOR's Business Name

See instructions below

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

Sylvia Botero, President

Name and Title

Date: _____
March 21, 2017

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

Joseph Balbona, Secretary

Name and Title

Date: _____
March 21, 2017

*****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-2 Additional Scope of Work

Natividad Medical Center Radiology Modernization RBB Architects – Amendment 2

Add Service of Architectural Services and Construction Administration

SCOPE OF WORK

1. Nurse Call System:

- Master Station(s) in PBX configured to serve future full hospital Responder 5 nurse call replacement system (Receive Code Blue & Staff Assist calls from all departments)
- Head end panel to serve PBX and be point of connect for rest of hospital departments to connect to PBX
- Head end panel to serve Radiology Department
- Nurse Call devices to serve Radiology department
- Phased installation of Nurse call to match project phasing

Services Addition: \$26,000

2. New Chilled Water System for Radiology:

- Analyze required cooling capacity load and equipment selection
- Add pad mounted chillers to rooftop level with vibration damping inertial pads for pump sections. System to consist of two chillers to provide redundancy as needed to permit maintenance without shutdown of MRI equipment
- Analyze roof structure capacity for gravity and seismic loads
- Investigate both above and below roof slab structural support options with intent to minimize construction cost and impact on occupied spaces below (Third Floor Nursing Unit)
- Provide design of chiller and pump support system to minimize, or eliminate, construction below the roof slab. The goal is to limit impact to the operations of the occupied floor below and reduce construction costs.
- Design of Fan Coil Units (3 total) and their support.
- Design of rooftop mounted expansion tank and its support.
- Design of elevated maintenance walk surface.

Services Addition: \$189,000

3. Imaging Systems Site Specific Drawings – Review and Impact:

- Add UPS system located outside of the Angio/IR suite to power lowering patient table
- Add CareVision system including dual monitors on ceiling mounted boom to CT-2
- Revise routing of utilities serving the MRI to coordinate with Siemens cabling, cable trays, and provide casework cover for utility penetrations on inside of MRI procedure room
- Delete new light fixtures in ED corridor and replacement of ceiling. Revise routing of medical gases to MRI to reduce disruption to ED corridor
- Provide emergency power off (EPO) switches in each modality
- Revised utility routings to trench ducts in CT-2, Nuc Med, and IR
- Revised utility routings each modality

Services Addition: \$92,000

4. Air System Infrastructure – Test and Air Balance (TAB) Report – Reviews and System Corrections:

- Provide up to three (3) additional pre-balance TAB report reviews. Provide report summary and recommendations.
- Provide recommendations to revise airflow to previously permitted conditions for the existing Imaging Department to be a baseline Pre-Construction air balance from which the phased construction may proceed.
- Provide recommendations to revise airflow to previously permitted conditions for the areas served by AHU-2 for the existing Emergency Department if required by OSHPD.
- Provide up to two (2) additional pre-balance TAB report reviews of the rebalanced area.
- Provide design of modifications of AHU-2, AHU-4, and up to four exhaust fans to restore original capacities to extent needed for new work.

Services Addition: \$140,000

5. Bidding and Pre-Construction Assistance

- Review and incorporate Bidding Documents
- Review and incorporate into documents facility input on construction period requirements
- Develop and incorporate staging plans for incorporation into bidding documents
- Participate in up to two Bidding Period walk throughs with Bidders

Services Addition: \$25,000

6. Radiology Door Control System Upgrade and Control Room Public Address (PA) Speakers

- Upgrade door control system in Radiology to provide security card access control for an additional 10 doors
- Replace existing door controllers with new controllers capable of controlling a total of 16 doors
- Investigate feasibility of upgrading the Radiology departmental door near the MRI to an automatic door with a card reader on the exterior side. If found feasible incorporate the upgrade.
- Convert the Radiology departmental door near Tomography from hand-free activation to card reader activated on exterior side
- Add PA speakers to the control rooms for MRI, the CTs, Nuclear Medicine, and IR

Services Addition: \$35,000

7. Extended Construction Administration (20 additional months)

- In accordance to the RFP RBB's Base Contract included 6 months of Construction Administration and a maximum of two (2) phases.
- The current design has four (4) main phases with an additional three (3) sub-phases required as result of operational issues that are beyond RBB's control. OSHPD requires each of these phases to be brought to a near final level of completion, with all systems functional and the acceptance of a certified air balance report.
- The current anticipated construction duration is 25 months, and one additional month for project close-out. This proposal includes 20 additional months of CA support by the A/E team.

- As stipulated in RBB's original fee proposal, the fee for additional professional services for extended Construction Administration Services is \$38,800 per month. Reimbursables are estimated at \$1,200 per month bringing the total including reimbursable to \$40,000 per month. The total anticipated lump sum for 20 additional months beyond the current contract will be a lump sum of \$800,000.

Services Addition:	\$800,000
Original Services Agreement:	\$862,450
Amendment 1:	\$354,900
Amendment 2:	\$1,307,000
Total Revised Agreement Amount:	\$2,524,350