

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN Peninsula Business Interiors. AND
NATIVIDAD MEDICAL CENTER
FOR
New product, Delivery, Installation, and Associated Furniture Services**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on April 15, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Peninsula Business Interiors. (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 new product, delivery, installation, and associated services with a term April 15, 2015 through April 14, 2016 and a total Agreement amount not to exceed \$1,350,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 12, 2016 via Amendment No. 1 to extend the term for an additional one year period through April 14, 2017 and to add an additional \$350,000, thereby increasing the total Agreement amount to \$1,125,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 28, 2017 via Amendment No. 2 to extend the term for an additional one year period through April 14, 2018 at and to add an additional \$650,000, thereby increasing the total Agreement amount to \$1,775,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through April 14, 2021 to allow for services to continue and to incorporate with additions to the original scope of work attached hereto as "Exhibit A-3 Prevailing Wage Per Amendment No. 3" with a \$1,800,000 increase for a total Agreement amount of \$3,575,000.

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, Amendment No. 2, and Amendment No. 3 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-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$3,575,000."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from April 15, 2015 through April 14, 2021 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 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-3: Prevailing Wage per Amendment No. 3."
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Amendment No. 3.
5. A copy of this Amendment No. 3 shall be attached to the Original Agreement.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Exhibit A-3 Prevailing Wage as per Amendment No. 3

**TO AGREEMENT BY AND BETWEEN Peninsula Business Interiors SERVICES
CORPORATION AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR New Product, Delivery, Installation and Associated Services.**

This Exhibit ("Exhibit A-3 Prevailing Wage as per Amendment No.3"), dated as of April 15, 2018, amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Peninsula Business Interior (hereinafter "CONTRACTOR" or "Provider" or "PBI") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC" or "Client" or "Customer"). This Exhibit A-3 Prevailing Wage as per Amendment No.3 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Exhibit A-3 Prevailing Wage as per Amendment No. 3 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Exhibit A-3 Prevailing Wage as per Amendment No. 3 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

PREVAILING WAGES AND DIR REGISTRATION

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>.

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.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: CJB
Monterey County Deputy County Counsel

Date: Feb 13, 2018

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 2-15-18

CONTRACTOR

PENINSULA BUSINESS INTERIORS
CONTRACTOR's Business Name
See instructions below

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

ANDREW J. HACK, VP OPERATIONS
Name and Title

Date: 1/31/18

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

PIERRE COUSINEAU, CFO
Name and Title

Date: 1/31/18

*****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).