



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-13410

Upon motion of Supervisor Salinas, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the Agreement with Automatic Door Systems Inc. for Maintenance and Repair of Automatic Door Services at NMC, adding \$110,000 for a revised total Agreement amount not to exceed \$200,000 and extending the term of the Agreement for an additional eighteen (18) month period through December 31, 2018.

PASSED AND ADOPTED on this 10th day of January 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on January 10, 2017.

Dated: January 12, 2017
File ID: A 16-311

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN AUTOMATIC DOOR SYSTEMS, INC., AND
NATIVIDAD MEDICAL CENTER
FOR
MAINTENANCE AND REPAIR OF AUTOMATIC DOORS**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Automatic Door Systems Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Maintenance and Repair of Automatic Doors with a term January 1, 2014 through June 30, 2017 and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add a written description of the scope of services as per the attached Exhibit A-1, to extend the term of the Agreement for an additional eighteen (18) month period through December 31, 2018, and to increase the total Agreement by an additional \$110,000 for a revised total Agreement amount not to exceed \$200,000.

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 original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled "GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED" shall be amended to the following: *"NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-1 as attached to this Amendment No. 1 and in conformity with the terms of the Agreement."*
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-1 as attached hereto this Amendment No. 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 \$200,000."*
3. The first sentence of the Section "TERM OF AGREEMENT" shall be amended to the following: *"The term of this Agreement is from January 1, 2014 through December 31, 2018 unless sooner terminated pursuant to the terms of this Agreement."*
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-1 as attached to Amendment No. 1"*

4. 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.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 is effective when signed by both NMC and CONTRACTOR.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

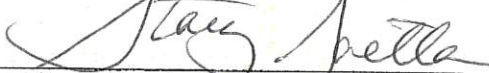
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: 
Gary R. Gray, DO, CEO

Date: 11/2/17

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 9/20/2016

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 9-20-16

CONTRACTOR

Automatic Door Systems, Inc.


CONTRACTOR's Business Name

See instructions below

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

Thomas A. Boehm-President
Name and Title

Date: 9-6-16

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

Thomas A. Boehm-CFO
Name and Title

Date: 9-6-16

***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 and 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 per Amendment No. 1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

to the Agreement by and between
Natividad Medical Center, hereinafter referred to as "NMC"
and
Automatic Door Systems Inc., hereinafter referred to as "CONTRACTOR"

- I. SCOPE OF SERVICES. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. CONTRACTOR shall provide preventative maintenance and repair services for automatic and manual doors installed at NMC and services shall be rendered as requested by NMC.
 - a.1 Maintenance. Routine maintenance services shall be based upon a mutually agreed upon schedule so as to ensure that doors at NMC continue to function properly.
 - a.2 Repairs. CONTRACTOR shall inform NMC when issues are discovered during routine maintenance which identify doors that are in need of repair. Provided NMC authorizes it, CONTRACTOR shall perform minor repairs for such issues. Other repair services may be requested by NMC as needed. Repairs will be done on a per project basis and shall not exceed the total sum of \$4,000 per repair project so as to remain compliant with California Public Contract Code.
- II. PREVAILING WAGES. If applicable, 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>.
 - a. 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.
- III. PRICING. All services rendered shall be billed as per CONTRACTOR's rate sheet attached hereto throughout the term of this Agreement.

AUTOMATIC DOOR SYSTEMS, INC.



982 Terminal Way
San Carlos, CA 94070
(650) 592-8282 or (800) 592-8282
Fax: (650) 595-4825
www.autodoorinc.com
Contact: sales@autodoorinc.com

*Serving Northern California
Since 1971
A State of California Certified Small Business Enterprise*

STANDARD TIME AND MATERIAL HOURLY SERVICE RATES

Monday – Friday, 8:00 AM to 4:30 PM	\$95
Monday – Friday, 4:30 PM to 8:00 PM	\$143
Monday – Friday, 8:00 PM to 8:00 AM	\$190
Saturday	\$143
Sunday	\$190
ADS Holidays	\$190

Above service rates do not include trip charges, which are area dependent and there is a 1 HOUR MINIMUM.

Customers who currently have a service agreement with Automatic Door Systems, Inc. receive a discount on labor charges.

TIME AND MATERIAL HOURLY SERVICE RATES FOR CUSTOMER WITH SERVICE AGREEMENTS

Monday – Friday, 8:00 AM to 4:30 PM	\$85
Monday – Friday, 4:30 PM to 8:00 PM	\$128
Monday – Friday, 8:00 PM to 8:00 AM	\$170
Saturday	\$128
Sunday	\$170
ADS Holidays	\$170

ADS HOLIDAYS

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 5. Labor Day |
| 2. President's Day | 6. Thanksgiving |
| 3. Memorial Day | 7. Day after Thanksgiving |
| 4. Independence Day | 8. Christmas Day |

NOTE: All customers with service agreements receive additional savings of no service call charge, when authorized repairs are performed during the periodic maintenance visit.

DOOR CONTROLS • VEHICLE GATES • SECURITY SYSTEMS • ENGINEERING • SALES • SERVICE