

**AGREEMENT BETWEEN COUNTY OF MONTEREY (“COUNTY”), FOR THE PROVISION OF SERVICES AT NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE FACILITY AND KASAVAN ARCHITECTS, INC.**

This AGREEMENT is made and entered into by and between County of Monterey (“County”), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility and Kasavan Architects, Inc. hereinafter referred to as “CONSULTANT.”

**RECITALS**

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the “Clinic”) under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Qualifications RFQ# 9600-85 for to provide a **MASTER FACILITY PLAN FOR NATIVIDAD MEDICAL CENTER**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONSULTANT has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONSULTANT has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONSULTANT, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of the CONSULTANT’S proposal, COUNTY hereby engages CONSULTANT to provide the services set forth in RFQ #9600-85 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #9600-85. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix  
RFQ #9600-85 plus all associated Addenda  
CONSULTANT’S Qualifications Package dated 04/29/2022  
Certificate of Insurance  
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: plus, RFQ Addenda #9600-85, CONSULTANT's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.
- 1.3 CONSULTANT warrants that CONSULTANT and CONSULTANT's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONSULTANT, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.4.1 CONSULTANT must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONSULTANT shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONSULTANT shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICES**

- 2.1 Natividad is requesting proposals from qualified consultant teams to assist with preparing a Facility Master Plan (2022-2027) for inpatient and outpatient services. The scope of the Facility Master Plan will focus on the 60-acre main campus, which includes old abandoned hospital buildings and an adjacent 20-acre property (the Corral parking lot). This effort will provide direction on:

Addressing California seismic safety requirements for inpatient hospitals for 2030 (Natividad has been working with a design professional team to better understand the work that needs to complete. Most of Natividad's buildings currently meet the 2030 requirements. See attached Exhibit B Seismic Feasibility Study for Natividad.

  - a. Expanding inpatient and outpatient capacity to support marketplace needs and the hospital's vision and goals. The current Emergency Department is grossly undersized for the volume of patients served (more than 50,000 patients per year). Natividad has previously performed some future space planning of the Emergency Department that will be provided as part of the RFQ.

- b. Enhancing operational efficiency and improve financial performance through highly efficient workflow, sustainable design and technological advances.
  - c. The demolition of the old hospital and proposed best use of that space to best meet Natividad's needs.
- 2.2 The team should include strategic planning experts and individuals that have substantial experience in hospital (OSHPD 1), outpatient (OSHPD 3) facilities planning, and design. Team members should be keenly familiar with current trends and emerging technology that will influence the delivery of healthcare in the future.
- 2.3 The master plan will minimally include the following deliverables:
  - a. An exhaustive review and analysis of our current buildings/ grounds (Campus) and services provided in the different locations; make recommendations on how to maximize efficiency and flow with the existing space we have as well make recommendations on build out of new space
  - b. Recommendations on number of inpatient beds by service, operating rooms, and inpatient support services (clinical ancillary departments, warehouse, billing, information technology, training space, etc.) to achieve the hospital's vision and goals
  - c. Recommendations on central plant if facility is expanded
  - d. Recommendations on parking
  - e. A high-level schematic design (conceptual space program) of the future Natividad campus
  - f. A rough cost estimation of the future schematic design
  - g. Five hard copies unbound of the final report and two (2) electronic copies on a flash memory drive
- 2.4 Multiple facility plan options may be requested.
- 2.5 The scope of work will include high-level assessment of program requirements, facility needs, and costs. It will not include detailed engineering studies typically prepared by HVAC, civil, or electrical engineers. Natividad has not yet established a budget for the future facility changes at this time.
- 2.6 **Key Stakeholders:** The hospital's Assistant Administrator of Operations and Support Services in conjunction with the Facility Project Manager will be lead on the project. The awarded CONSULTANT team will work with hospital senior management, hospital board members, physician leaders, and department managers. For estimating purposes, CONSULTANT should assume that the engagements will require multiple meetings throughout the course of the planning effort.
- 2.7 Relevant attachments pertaining to the Scope included within this RFQ include:
  - a. Attachment A: Campus Plan to include old abandoned hospital
  - b. Attachment B: Current seismic evaluation from HGA Architects
  - c. Attachment C: Natividad Department Directories

- d. Attachment D: ED Schematic Design developed by Huddy
- 2.8 The finalization of all plans, design documents, and construction documents required to successfully implement and complete the project, including construction, commissioning, transition planning and move-in, are **NOT** part of this Scope.

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of this AGREEMENT for a period of two (2) years with the option to extend the AGREEMENT for three (3) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 CONSULTANT shall commence negotiations for any desired fee changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- 3.2.1 Both parties shall agree upon changes to fees or to term extension in writing.
- 3.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONSULTANT shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A. Invoices and corresponding payments shall be on a monthly basis by dividing the annual flat rate fee accordingly.
- 4.2 CONSULTANT billing rates attached as Exhibit A to this Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 3.2 and 3.2.1 herein.
- 4.3 Any discount offered by the CONSULTANT must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONSULTANT shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 4.5 Tax:
- 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

- 4.6 COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:
- Natividad Medical Center  
Attn: Accounts Payable  
PO Box 81611  
Salinas, CA 93912
- 5.2 CONTRACTOR shall reference RFQ #9600-85 on all invoices submitted to Natividad Medical Center. CONSULTANT shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor- Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All Natividad Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## 6.0 DESIGN PROFESSIONAL INDEMNIFICATION

- 6.1 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONSULTANT.
- 6.2 Indemnification for Design Professional Services Claims:

CONSULTANT shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONSULTANT's liability exceed such CONSULTANT's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONSULTANT shall meet and confer with the other parties to such action regarding unpaid defense costs.

6.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONSULTANT's performance of design professional services under this Agreement, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by COUNTY, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

## 7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONSULTANT shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONSULTANT, upon request, shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONSULTANT shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONSULTANT.

7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONSULTANT's duty to indemnify, CONSULTANT shall maintain in effect throughout the term of this AGREEMENT a policy or policies

of insurance with the following minimum limits of liability:

- 7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONSULTANTS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.3.3 Workers' Compensation Insurance, if CONSULTANT employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONSULTANT shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### 7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONSULTANT and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONSULTANT'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONSULTANT'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

7.4.4 Prior to the execution of this AGREEMENT by COUNTY, CONSULTANT shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONSULTANT has in effect the insurance required by this AGREEMENT. CONSULTANT shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

7.4.5 CONSULTANT shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by COUNTY, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONSULTANT and CONSULTANT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONSULTANT to maintain such insurance is a default of this AGREEMENT, which entitles COUNTY, at its sole discretion, to terminate this AGREEMENT immediately.

## **8.0 RECORDS AND CONFIDENTIALITY**

8.1 Confidentiality: CONSULTANT and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONSULTANT shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless COUNTY specifically permits CONSULTANT to disclose such records or information. CONSULTANT shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONSULTANT shall not use any confidential information gained by CONSULTANT in the performance of this AGREEMENT except for the sole purpose of carrying out CONSULTANT's obligations under this AGREEMENT.

8.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONSULTANT shall return to COUNTY any COUNTY records which CONSULTANT used or received from NMC to perform services under this AGREEMENT.

- 8.3 Maintenance of Records: CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONSULTANT and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 8.5 CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONSULTANT agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## **9.0 NON-DISCRIMINATION**

- 9.1 During the performance of this contract, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONSULTANT shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONSULTANT PERFORMANCE REQUIREMENTS**

- 10.1 Independent Contractor: CONSULTANT shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONSULTANT shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONSULTANT shall not be entitled to any employee benefits. CONSULTANT shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONSULTANT shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONSULTANT with his own organization or per a consortium.
- 10.3 Non-Assignment: CONSULTANT shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## 11.0 CONFLICT OF INTEREST

- 11.1 CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONSULTANT represents to and agrees with COUNTY that CONSULTANT has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONSULTANT shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 12.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONSULTANT will comply with all the provisions of said contract, to the extent applicable to CONSULTANT as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, COUNTY will deliver a

copy of said contract to CONSULTANT, at no cost to CONSULTANT.

### **13.0 PREVAILING WAGE**

- 13.1 CONSULTANT shall comply with Section 1720, et. seq., of the Labor Code, regarding the general prevailing wage rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the AGREEMENT where applicable.

### **14.0 DRUG FREE WORKPLACE**

- 14.1 CONSULTANT and CONSULTANT'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONSULTANT nor CONSULTANT'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

### **15.0 TIME OF ESSENCE**

- 15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

### **16.0 PERFORMANCE ASSURANCE**

- 16.1 Assurance of Performance: If at any time COUNTY believes CONSULTANT may not be adequately performing its obligations under this AGREEMENT or that CONSULTANT may fail to complete the Services as required by this AGREEMENT, County may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONSULTANT'S performance. CONSULTANT shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY'S request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.

- 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained

in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17.0 TRAVEL REIMBURSEMENT**

17.1 Travel reimbursements are not permitted for this AGREEMENT.

## **18.0 EMERGENCY SITUATIONS**

18.1 CONSULTANT shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONSULTANT shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.

18.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONSULTANT, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONSULTANT's facility and/or equipment, will be taken into consideration.

## **19.0 NON-APPROPRIATIONS CLAUSE**

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONSULTANT of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

## 20.0 FORCE MAJEURE

Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

## 21.0 NOTICES

21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONSULTANT'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

21.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:  
Natividad Medical Center  
Attn: CONTRACTS DIVISION  
1441 Constitution Blvd  
Salinas, CA 93906  
FAX No.: 831-757-2592  
PHONE 831-755-4111

TO CONSULTANT:  
Name: Peter Kasavan FAIA  
Address:  
60 W. Market St., Suite 300,  
Salinas CA 93901 CA 93906  
Fax: 831-424-2501  
Email: pk@kasavanarch.com

## 22.0 LEGAL DISPUTES

- 22.1 CONSULTANT agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 22.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 22.3 CONSULTANT shall continue to perform under this AGREEMENT during any dispute.
- 22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 23.0 GENERAL PROVISIONS

- 23.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 23.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 23.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 23.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 23.5 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.
- 23.6 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver

granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

**COUNTY OF MONTEREY ("COUNTY"), FOR  
THE PROVISION OF SERVICES AT  
NATIVIDAD MEDICAL CENTER, A COUNTY-  
OWNED AND OPERATED ACUTE CARE  
FACILITY**

**CONTRACTOR**

Kasavan Architects, Inc.

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

Signature of Chair, President, or Vice-President

PETER KASAVAN, PRESIDENT  
Name and Title

Date: SEPT 01, 2022

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

PETER KASAVAN, SECRETARY  
Name and Title

Date: SEPT 01, 2022

**\*\*\*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).

By: \_\_\_\_\_  
Charles R. Harris, 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: \_\_\_\_\_

**COUNTY OF MONTEREY ("COUNTY"), FOR  
THE PROVISION OF SERVICES AT  
NATIVIDAD MEDICAL CENTER, A COUNTY-  
OWNED AND OPERATED ACUTE CARE  
FACILITY**

By: \_\_\_\_\_  
Charles R. Harris, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: Stacy Lee Smith  
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 9/1/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: Gary Giboney  
Monterey County Deputy Auditor/Controller

9/1/2022

Date: \_\_\_\_\_

**CONTRACTOR**

Kasavan Architects, Inc.

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).

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Natividad Master Facilities Plan- RFQ #9600-85  
Hour Projections

Phase 1: Analytics			
Kasavan- Principal	\$ 225.00	20.00 est. hours	\$ 4,500.00
Kasavan- Sr. Project Manager	\$ 198.00	40.00 est. hours	\$ 7,920.00
Kasavan- CADD II	\$ 130.00	20.00 est. hours	\$ 2,600.00
Huddy HealthCare President	\$ 225.00	40.00 est. hours	\$ 9,000.00
Huddy HealthCare VP Analytics	\$ 220.00	32.00 est. hours	\$ 7,040.00
Huddy HealthCare Sr. Operations Analyst	\$ 220.00	40.00 est. hours	\$ 8,800.00
Huddy HealthCare Medical Planner	\$ 180.00	24.00 est. hours	\$ 4,320.00
Huddy HealthCare Admin Asst/Research	\$ 120.00	4.00 est. hours	\$ 480.00

Phase 2: Visioning			
Kasavan- Principal	\$ 225.00	24.00 est. hours	\$ 5,400.00
Kasavan- Sr. Project Manager	\$ 198.00	48.00 est. hours	\$ 9,504.00
Kasavan- CADD II	\$ 130.00	24.00 est. hours	\$ 3,120.00
Huddy HealthCare President	\$ 225.00	40.00 est. hours	\$ 9,000.00
Huddy HealthCare VP Analytics	\$ 220.00	60.00 est. hours	\$ 13,200.00
Huddy HealthCare Sr. Operations Analyst	\$ 220.00	32.00 est. hours	\$ 7,040.00
Huddy HealthCare Medical Planner	\$ 180.00	60.00 est. hours	\$ 10,800.00
Huddy HealthCare Admin Asst/Research	\$ 120.00	4.00 est. hours	\$ 480.00

Phase 3: Scope Definition and Predictive Modeling			
Kasavan- Principal	\$ 225.00	24.00 est. hours	\$ 5,400.00
Kasavan- Sr. Project Manager	\$ 198.00	48.00 est. hours	\$ 9,504.00
Kasavan- CADD II	\$ 130.00	24.00 est. hours	\$ 3,120.00
Huddy HealthCare President	\$ 225.00	40.00 est. hours	\$ 9,000.00
Huddy HealthCare VP Analytics	\$ 220.00	72.00 est. hours	\$ 15,840.00
Huddy HealthCare Sr. Operations Analyst	\$ 220.00	20.00 est. hours	\$ 4,400.00
Huddy HealthCare Medical Planner	\$ 180.00	60.00 est. hours	\$ 10,800.00
Huddy HealthCare Admin Asst/Research	\$ 120.00	4.00 est. hours	\$ 480.00

Phase 4: Master Plan Solutions			
Kasavan- Principal	\$ 225.00	20.00 est. hours	\$ 4,500.00
Kasavan- Sr. Project Manager	\$ 198.00	40.00 est. hours	\$ 7,920.00
Kasavan- CADD II	\$ 130.00	30.00 est. hours	\$ 3,900.00
Huddy HealthCare President	\$ 225.00	32.00 est. hours	\$ 7,200.00
Huddy HealthCare VP Analytics	\$ 220.00	24.00 est. hours	\$ 5,280.00
Huddy HealthCare Sr. Operations Analyst	\$ 220.00	16.00 est. hours	\$ 3,520.00
Huddy HealthCare Medical Planner	\$ 180.00	24.00 est. hours	\$ 4,320.00
Huddy HealthCare Admin Asst/Research	\$ 120.00	8.00 est. hours	\$ 960.00

Kasavan Total	\$	67,388.00	Consultant
Huddy Total	\$	131,960.00	Specialty Item Consultant
<b>Total Fee</b>	\$	<b>199,348.00</b>	

Task

Meeting attendance, Management			
Manage engineers			
Dept boundaries and SF			
\$	15,020.00	Kasavan Total	
Facility Report			
Market/Demographics			
Ops Analytics, Immediate Recs			
Benchmarking			
Notes, Billing			
\$	29,640.00	Huddy Total	

Meeting attendance, Management			
Concept development			
Preliminary budgets, Schedules			
\$	18,024.00	Kasavan Total	
HC Visioning, Report			
Future Utilization			
Future Ops			
Concepts			
Notes, Billing			
\$	40,520.00	Huddy Total	

Meeting attendance, Management			
Concepts development			
Preliminary budgets, Schedules			
\$	18,024.00	Kasavan Total	
Concepts			
Modeling			
Confirm Ops			
Concept development, Costs, Schedules			
Notes, Billing			
\$	40,520.00	Huddy Total	

Meeting attendance, Management			
Final documentation			
\$	16,320.00	Kasavan Total	
Final Recs			
Final Report			
Final Report			
Documentation			
Notes, Billing			
\$	21,280.00	Huddy Total	

Not included in fees and hours above:

1. Other consultants such as Civil, Mechanical/ Plumbing, Electrical, Low Voltage/ Data, Structural, Landscaping, Haz. Mat. These may be retained by our team, but scope is not yet defined.
2. Other services or hours not enumerated above.

Allowances in addition to hours/ fees above:

1. Design Contingency applied to total soft costs.
2. Up to 40 hours max. of site verification by Kasavan Architects at Sr. Project Management billing rate.

Assumptions:

1. This budget includes a maximum of twenty (20) project meetings, attendance as follows:  
Kasavan Architects Principal- four (4) on site and up to four (4) remote.  
Kasavan Sr. Project Manager- up to twenty (20) on site  
Huddy HealthCare President- six (6) on site, up to fourteen ( 14) remote.