

**AMENDMENT NO. 1
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Kasavan Architects AND
THE NATIVIDAD MEDICAL CENTER
FOR
Radiology Room Architectural-Engineering Services**

The parties to Professional Services Agreement ("Agreement"), dated June 1, 2011 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Kasavan Architects (Contractor), hereby agree to amend their Agreement (No. A-12085) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-12085).
2. Section titled "TERM OF AGREEMENT" (Paragraph one) of the original agreement shall be amended by removing, *"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012"* and replaced with *"The initial term shall commence with the signing of the Agreement through and including June 30, 2013."*
3. All other terms and conditions of the Agreement shall continue in full force and effect. 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.
4. A copy of this Amendment shall be attached to the original Agreement (No. A-12085).
5. The effective date of this Amendment is July 1, 2012.

ORIGINAL

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.

CONTRACTOR

Signature 1 _____

Printed Name Peter Kasavan, AIA

Signature 2 _____

Printed Name _____

Dated 3/27/2012

Title President Kasavan Architects, Inc.
60 W. Market St., Ste: 300
Salinas, CA 93901

Title _____

****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. 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. 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.*

NATIVIDAD MEDICAL CENTER

Signature _____

Purchasing Manager

Signature [Signature]

NMC - CEO

Dated _____

Dated 4/3/12

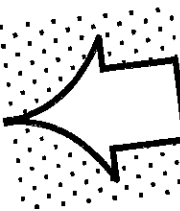
Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By _____

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: _____, 2012



ORIGINAL

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	August 30, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Kasavan Architects for Radiology Room Architectural-Engineering Services per RFQ #9600-12 at NMC in an amount not to exceed \$123,000 for the period June 1, 2011 to June 30, 2012.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Kasavan Architects for Radiology Room Architectural-Engineering Services per RFQ #9600-12 at NMC in an amount not to exceed \$123,000 for the period June 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

During Fiscal Year 2010 Natividad Medical Center's Capital Committee approved the funding to replace three obsolete Diagnostic Imaging pieces of equipment (Fluoroscopy unit, General X-ray, Ortho General X-ray) and to purchase and install into renovated shelled space, one new piece of diagnostic imaging equipment. As this did not occur during Fiscal Year 2010, the capital funding was moved to Fiscal Year 2011 during the budget. The funding was to include Architectural and Engineering services, Equipment Purchase and Renovation for installation. This allowed NMC to move forward with the initial schematic design and solicitation of an architect.

The Qualifications and Proposals for architectural and engineering services for the tenant improvements of this facility were received on January 6, 2011, from fifteen architectural firms. After review of the qualifications, three respondents were deemed to meet minimum qualifications and were invited to a Facility Tour and to be interviewed by NMC Selection Committee in February 2011. On February 7, 2011 Kasavan Architects received the highest ranking from NMC Selection Committee and, in conformance with State laws regarding qualification-based selection, the scope and fee schedule was agreed upon in the amount of \$123,000. The design timeline is to commence in June of 2011 and is scheduled to be completed in August 2011. Proceeding with the design at this time will assist in developing the comprehensive cost of the project and produce the formal design and specifications to proceed to construction.

Kasavan Architects fee includes design concepts, specifications and administration to obtain a building permit from the Office of Statewide Health Planning and Development. Kasavan will also include certification, contractor pre-qualifications, bid assistance, and contract and construction administration. (Refer to Exhibit 1 for budget, scheduling and description)

OTHER AGENCY INVOLVEMENT:

The Agreement has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

FINANCING:

The cost for this Agreement is \$123,000 and is approved in the Fiscal Year 2011/2012 Approved Capital Budget. This action will not require any additional General Fund subsidy.

Prepared by:

James Kari, Engineering Director

755-4081

May 5, 2011

Attachments: Exhibit 1, Agreement, Board Order

Harry Weis

Chief Executive Officer

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-12085

Authorize the Purchasing Manager for)
Natividad Medical Center (NMC) to)
execute an Agreement with Kasavan)
Architects for Radiology Room)
Architectural-Engineering Services per)
RFQ #9600-12 at NMC in an amount)
not to exceed \$123,000 for the period)
June 1, 2011 to June 30, 2012.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Kasavan Architects for Radiology Room Architectural-Engineering Services per RFQ #9600-12 at NMC in an amount not to exceed \$123,000 for the period June 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 30th day of August, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

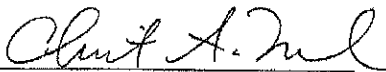
NOES: None

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 Minuts Book 75 for the meeting on August 30, 2011.

Dated: September 1, 2011

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

By 
Deputy

AGREEMENT

This AGREEMENT is made and entered into by and between Natividad Medical Center, County of Monterey, a political subdivision of the State of California, hereinafter referred to as "NMC", and Kasavan Architects, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, NMC has invited proposals through the Request for Qualifications (RFQ #9600-12) for **RADIOLOGY ROOM ARCHITECTURAL-ENGINEERING SERVICES** in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the Contractor's proposal, NMC hereby engages the CONTRACTOR to provide the services set forth in RFQ # 9600-12 and in this Agreement on the terms and conditions contained herein and in RFQ # 9600-12. The intent of this Agreement is to summarize the contractual obligations of the parties. The component parts of this Agreement include the following:

RFP # 9600-12 dated, December 10, 2010
Contractor's Proposal dated March 15, 2011, including all attachments and exhibits, to
RFQ # 9600-12
Agreement

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 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: Agreement, General Requirements and General Provisions, Contractor's Proposal (with all attachments and exhibits), RFQ # 9600-12 Certificate of Insurance, and Additional Insured Endorsements.

SCOPE OF SERVICE

1. Architectural/Engineering (A/E) Basic Services

1.1. Provide design services necessary to accommodate (Philips Digital Diagnost VM single w/Wireless Detector) in room 1A058, (Philips Easy Diagnost Eleva DRF w/Dual Detectors) in room 1A059, (Philips Digital Diagnost TH/VS dual) in room 1A071, and (Philips Digital Diagnost TH/VS dual w/Wirless Detector in room 2J016. Services include structural, plumbing, mechanical, electrical, data, communications, medical gases and vacuum, case work, and equipment and furniture layout to support equipment and workflow requirements as approved by the building owner and equipment vendor, and as required by applicable codes and regulations.

1.2. A/E Basic Design Services consist of the services described below. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

2. Pre-Design (10 Percent) The pre-design phase includes site analysis, programming, and construction cost analysis.

2.1. Site analysis includes site selection, geotechnical reports, and review of existing structures.

2.2. Programming defines the project needs of the user. Programming includes cataloging the spaces and equipment needed, and functional relationships.

2.3. The construction cost analysis provides a construction budget amount for the capital improvement budget and a cost plan to assist in explaining the budget and in guiding project management.

3. Schematic Design Services (15 Percent) In the Schematic Design Phase, the A/E provides those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the building owner. Design should be conceptual in character, based on the requirements developed during the Pre-design Phase, approved by the building owner, or program requirements provided by the building owner and reviewed and agreed upon by the A/E. Schematic design includes the following:

3.1. The basic fee categories are described in greater detail below:

3.2. **Project Administration:** Services consisting of schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.

3.3. **Disciplines Coordination:** Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.

3.4. Document Checking: Review and coordination of project documents.

3.5. Consulting Permitting Authority: Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.

3.6. Data Coordination Building Owner: Review and coordination of data furnished for the project by the building owner.

3.7. Architectural Design: Services responding to scope of work (program/pre-design) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.

3.8. Structural Design: Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.

3.9. Mechanical Design: Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.

~~3.10. Electrical Design: Services consisting of consideration of alternate systems,~~
recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.

3.11. Civil/Site Design: Not Required.

3.12. Specifications: Services consisting of preparation for building owner's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.

3.13. Materials Research: Services consisting of identification of potential of architectural materials, systems, and equipment.

3.14. Scheduling: Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision making, design, and documentation.

3.15. Cost Estimating: Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Schematic Design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Building Owner with analyzing scope, schedule, and budget options to stay within the MACC.

3.16. **Presentations:** Services consisting of appropriate presentation(s) of Schematic Design documents by the A/E to building owner representatives

4. Design Development Services (20 Percent) In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the building owner. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development includes the following:

4.1. **Project Administration:** Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with Building Owner.

4.2. **Disciplines Coordination:** Coordination of the architectural work and the work of engineering with other involved consultants for the project.

4.3. **Document Checking:** Review and coordination of documents prepared for the project.

4.4. **Permitting Authority Consulting:** Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. ~~Obtaining approval from approving agencies as required.~~

4.5. **Building Owner Data Coordination:** Review and coordination of data furnished for the project by the building owner.

4.6. **Architectural Design:** Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three dimensional sketches, materials selections, and equipment layouts.

4.7. **Structural Design:** Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.

4.8. **Mechanical Design:** Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.

4.9. **Electrical Design:** Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.

4.10. **Site Design:** Not Required.

4.11. **Specifications:** Services consisting of preparation for building owner's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.

4.12. **Scheduling:** Services consisting of reviewing and updating previously established schedules for the project.

4.13. **Cost Estimating:** Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Building Owner with analyzing scope, schedule, and budget options to stay within the budget.

4.14. **Presentations:** Services consisting of appropriate presentation(s) of Design Development documents by the A/E to building owner representatives.

5. Construction Document Services (25 Percent) In the Construction Documents Phase, the A/E shall provide those services necessary to prepare for approval by the building owner and applicable agencies, from the approved Design Development Documents, Construction Documents consisting of drawings, specifications, and other documents setting forth in detail the requirements for construction of the project and bidding and contracting for the construction of the project.

5.1. **Project Administration:** Services consisting of construction documents, administrative functions including consultation, meetings and correspondence, and progress design review conferences.

5.2. **Disciplines Coordination:** Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.

5.3. **Document Checking:** Review and coordination of documents prepared for the project.

5.4. **Permitting Authority Consulting:** Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Obtaining approval from approving agencies as required.

5.5. Building Owner Data Coordination: Review and coordination of data furnished for the project by the building owner.

5.6. Architectural Design: Services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project.

5.7. Structural Design: Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the structural construction requirements for the project.

5.8. Mechanical Design: Services consisting of preparation of final mechanical engineering calculation (including hydronic studies, air flow measurements, or other requirements), drawings and specifications based on approved Design Development Documentation, setting forth in detail the mechanical construction requirements for the project.

5.9. Electrical Design: Services consisting of preparation of final electrical engineering calculation (including load studies or other requirements), drawing and specifications based on approved Design Development documentation, setting forth in detail the electrical construction requirements for the project.

5.10. Site Design: Not Required.

5.11. Specifications: Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.

5.12. Cost Estimating: Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Building Owner with analyzing scope, schedule, and budget options to stay within the budget.

5.13. Scheduling: Services consisting of reviewing and updating previously established schedules for the project.

5.14. Building Owner Assistance : Provide necessary information to Building Owner for release of allotments including preparation of cost statistics.

6. Bidding Phase (5 Percent): In the Bidding Phase, the A/E, following the building owner's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the building owner in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the building owner may authorize bidding

6.1. Disciplines Coordination: Coordination between the architectural work and the work of engineering and other involved consultants for the project.

6.2. Addenda: Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.

6.3. Bidding: Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.

6.4. Analysis of Substitutions: Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.

6.5. Bid Evaluation: Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.

6.6. Contract Agreements: Assist in preparation of Construction Contract agreements when required, and preparation and distribution to contractor(s) on behalf of the building owner, of notice(s) to proceed with the work.

~~**7. Construction Contract Administration Phase (20 Percent)**~~ In the Construction Contract Administration Phase, the A/E shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

7.1. Project Administration: Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.

7.2. Disciplines Coordination: Coordination between the architectural work and the work of engineering and other involved consultants for the project.

7.3. Document Checking: Reviewing and checking of documents (required submittals) prepared for the project.

7.4. Permitting Authority Consulting: Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the building owner's interests during construction of the project.

7.5. Construction Administration: Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to building owner, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.

7.6. Construction Field Observation: Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.

7.7. Project Representation: Services consisting of assisting the building owner in selection of full or part time project representative(s).

7.8. Documents : Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the Building Owner. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.

7.9. Scheduling: Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the Building Owner.

~~7.10. Cost Accounting:~~ Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

8. Project Closeout (5 Percent): Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.

8.1. Record Documents (As-Builts): Receive and review the contractors marked up field records. Supply the record documents to Building Owner.

8.2. Operations and Maintenance Manuals: Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to Building Owner.

8.3. Warranty Period: Continued assistance to investigate contract problems that arise during the warranty period.

9. A/E Extra Services/Reimbursables and Other Services: The majority of projects should be completed within the structure of the basic fee schedule. Extra Services/Reimbursables are those services generally provided by the same A/E providing the basic services, and Other Services are those services generally provided by additional specialty consultants, either as subs to the prime A/E or as independent consultants directly contracted with the building owner.

9.1. Extra services are not intended as an adjustment to basic services and should reflect actual anticipated cost.

9.2. Pricing Consultants and Sub consultant Personnel 13.2.1.1. Special Consulting Services: When special consulting services not normally associated with traditional project design are necessary, the fee may be outside of the above guidelines (such as expert witness or special investigations).

9.2.1.2. **Service Charge on Sub-Consultant:** Ten percent service charge may be added to work incorporated by addenda to the original agreement.

10. A/E Other Extra Services/Reimbursable Expenses

10.1. **Alternative Cost Studies:** Additional costing beyond the reactive estimates required in basic services as requested by the building owner.

10.2. **Energy Conservation Report:** Projects required to be analyzed for the cost of energy consumption and operation during its entire economic life.

10.3. **On-Site Representative:** On-site observation beyond the periodic site visits required under basic services.

10.4. **Thermal Scans:** The cost of an examination of a structure for thermal loss on existing facilities to be remodeled.

10.5. **Value Engineering Participation and Implementation:** The cost to the A/E for participation in the value engineering study and implementation of the accepted ideas generated during the study.

10.6. **Travel:** Monterey County Travel Policy approved costs to the A/E during the course of basic and additional services.

10.7. **Renderings, Presentations, and Models:** The cost for special presentations, renderings, and models required for the project.

10.8. **Document Reproduction:** The additional cost of printing and mailing bidding and construction documents.

10.9. **Constructability Review Participation and Implementation:** The cost to the A/E for participation in the constructability review and implementation of the accepted changes.

10.10 **Contractor Default:** The cost for A/E services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor or by failure of performance of the Contractor under the Contract for Construction.

11. A/E Other Extra Services

11.1. **Specialty Consultants:** The cost of additional consultants beyond A/E services provided under basic services.

11.1.1. Acoustical Consultant

11.1.2. Civil/Site Design Consultant

11.1.3. Civil Engineering additional services may include: Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer.

11.1.4. Storm drainage design and connections.

11.1.5. Design or study of issues for "sensitive areas" such as wetlands, steep slopes, or flood plains.

11.1.6. Water supply connections to wells, treatment systems, storage, and off-site main extensions.

11.1.7. Sanitary sewer design and infrastructure.

11.1.8. Road and pavement improvements.

11.1.9. Storm water quality and quantity computations, reports, design and details.

11.1.10. Temporary erosion and sediment control reports and drawings.

11.1.11. Special studies and reports for other agencies.

11.1.12. Communications Consultant

11.1.13. Cost/Scheduling Consultant (Independent)

11.1.14. Electronic/Audio Visual Consultant

11.1.15. Elevator Consultant

11.1.16. Hazardous Material Consultant

11.1.17. Hospital/Laboratory Consultant

11.1.18. Interior Design Consultant

11.1.19. Indoor Air Quality Consultant

11.1.20. Kitchen Consultant

11.1.21. Landscape Consultant

11.1.22. Quality Control Consultant

11.1.23. Security Consultant

- 11.2. **Geotechnical Investigation:** The cost of subsurface testing and evaluation.
- 11.3. **Commissioning:** The cost of an independent commissioning of the project.
- 11.4. **HVAC Balancing:** The cost to balance systems
- 11.5. **Site Survey:** Cost of conducting a survey independent from design A/E.
- 11.6. **Testing:** The cost of a technician's services in acquiring and testing samples of materials used in the project as required in the State Building Code.
- 11.7. **Energy Review:** Fee to be paid for review of the energy conservation report.
- 11.8. **Value Engineering:** The cost for performing the required value engineering study on a project by an independent multi-disciplined team.
- 11.9. **Constructability Review/Plan Check:** The cost for an independent consultant or contractor to review bid documents and determine if a project can be built as designed.
- 11.10. **Graphics:** The cost of special graphic and signage design.
- ~~11.11. **Design/Code Plan Check:** The costs of an independent plan check if not available within the local jurisdiction.~~
- 11.12. **Other:** Costs for requested documents, fax expenses, and special mail service when requested by owner.
- 12. D. Non-Eligible Expenses**
- 12.1. Consultants hired at A/E's option to perform basic services required by contract.
- 12.2. Postage and handling of submittals, bid documents, correspondence, etc.
- 12.3. Telephone expenses (local calls and line service).
- 12.4. Copies of documents used by the A/E to perform normal services and not provided to owner.
- 12.5. **Commissioning and Training:** The cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems, and participating in an independent commissioning of the project and providing initial operator training on the maintenance of systems.

TERM OF AGREEMENT

The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012.

If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or with cause immediately.

AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The agreement will be written by the County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT" enclosed herewith. Submission of a signed bid/Proposal and the **SIGNATURE PAGE** will be interpreted to mean **CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS** set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR'S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against a performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

INDEMNIFICATION

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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

Indemnification for Design Professional Services Claims

~~CONTRACTOR 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 sole negligence, recklessness, or willful misconduct of the CONTRACTOR, 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 the COUNTY or third party, or defect in a design furnished by the COUNTY or third party.~~

*SEE REVISED
LA 000463 u*

Indemnification for All Other Claims or Loss

~~For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR 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 solely to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY or third party, or defect in a design furnished by the COUNTY or third party.~~

Notwithstanding the above, the Indemnitor has no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, Indemnitor shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the indemnitor.

INSURANCE

Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The Contractor 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 the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers:

All coverage's, 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 the County's Purchasing Manager.

Insurance Coverage Requirements: Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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 Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.-

Business automobile liability insurance, covering all motor vehicles, including owned ~~if any~~, leased ~~if any~~, 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 \$500,000 per occurrence.

Workers' Compensation Insurance, if CONTRACTOR 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.

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, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") or renewal coverage with the same liability limits. Any such tail coverage or renewal coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the 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 CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 Contractor 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.

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 CONTRACTOR'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 CONTRACTOR'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.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the NMC's contract administrator and NMC's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR 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.

CONTRACTOR 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 NMC's Contract Administrator and NMC's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County or NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County or NMC, at its sole discretion, to terminate this Agreement immediately.

INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the NMC. CONTRACTOR shall submit such invoice 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 CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County or NMC, and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

CONTRACT AUDITS

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying

such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

NON-DISCRIMINATION

During the performance of this contract, the CONTRACTOR 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. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, *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.

The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all Agreements with subcontractors to perform work under the contract.

INDEPENDENT CONTRACTOR

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

Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under

the Agreement, presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the Agreement.

To avoid a conflict of interest, the firm(s) awarded a contract will be ineligible to:

Submit bids for subsequent construction contracts for work related to the Project.

Submit proposals for any services in response to specifications drafted by CONSULTANT.

COMPENSATION AND PAYMENTS

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A.

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

Invoice amounts shall be billed directly to the ordering department.

CONTRACTOR shall reference the AGREEMENT number and RFP # 9600-12 on all invoices submitted to NMC. CONTRACTOR shall submit such invoice 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 CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

NOTICES

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 CONTRACTOR'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.
Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Sid Cato
Management Analyst / Contracts
Natividad Medical Center

TO THE CONTRACTOR:

Name Kasavan Architects

Address 60 W. Market St., Suite 300
Salinas, CA 93901

1441 Constitution Blvd
Salinas, CA 93906
Tel. No.: (831) 755-4223
FAX No.: (831) 757-2592

Tel. No.: 831-424-2232

FAX No.: 831-424-2501

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 9-30-11

By: [Signature]
Department Head (if applicable)

Date: 3/24/11

By: [Signature]
Stacy Saetta, Deputy County Counsel

Date: 5/2/11

By: [Signature]
Auditor/Controller

Date: 5-2-11

CONTRACTOR

KASOVAN ARCHITECTS
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

PETER KASOVAN, PRESIDENT
Name and Title

Date: 4/5/11

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

PETER KASOVAN, SECRETARY
Name and Title

Date: 4/5/11

***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. 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. 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.

REVISED INDEMNIFICATION LANGUAGE

Indemnification for Design Services Claims

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees and agents against any claims to the extent actually caused by, or related to the sole-negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the negligence, active negligence or willful misconduct of the COUNTY or third party, or defect in a design furnished by the COUNTY. However, CONTRACTOR shall have no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, CONTRACTOR shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the CONTRACTOR.

Indemnification for All Other Claims or Loss

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR 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 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 CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in design furnished by the COUNTY. However, CONTRACTOR shall have no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, CONTRACTOR shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the CONTRACTOR.



KASAVAN ARCHITECTS

Est. 1949

60 W. Market St., Suite 300 Salinas, CA 93901
Voice 831.424.2232 Fax 831.424.2501

March 15, 2011

**Ref: Natividad Medical Center RFQ #9600-12 dated, December 10, 2010
Radiology Rooms Architectural-Engineering Services
Fee Proposal**

Thank you for the opportunity to provide you with this proposal for design services. We propose the following Stipulated Sum to accomplish the Scope of Work and tasks as described below:

Total Stipulated Sum for the Radiology Room Improvements and Equipment Replacement:

One Hundred Twenty Three Thousand Dollars and NO/100 (\$123,000.00)

Fee is comprised of and based on:

- | | |
|---|-----------------------|
| 1. A/E Basic Services: | |
| <u>One Hundred Thirteen Thousand Dollars and NO/100</u> | <u>(\$113,000.00)</u> |
| <hr/> | |
| 2. A/E related Reimbursable Cost: | |
| <u>Ten Thousand Dollars and NO/100</u> | <u>(\$10,000.00)</u> |

PART 1 – THE PROJECT

- A. A/E effort consists of design services to accommodate (Philips Digital Diagnost VM single w/Wireless Detector) in room 1A058, (Philips Easy Diagnost Eleva DRF w/Dual Detectors) in room 1A059, (Philips Digital Diagnost TH/VS dual) in room 1A071, and (Philips Digital Diagnost TH/VS dual w/Wireless Detector in room 2J016. Services include normal structural, plumbing, mechanical, electrical, data, communications, medical gases and vacuum, case work, and equipment and furniture layout to support equipment and workflow requirements as approved by the building owner and equipment vendor, and as required by applicable codes and regulations per the agreement & attached plans.
- B. Provide Construction Documents and forms necessary to secure Office of Statewide Health Planning and Development (OSHPD) and/or County of Monterey (OSPD 3) approval for the project at 1441 Constitution Blvd, Salinas, CA.

PART 2 – ASSUMPTIONS

- A. No upgrades to other rooms or spaces no included in attachments existing exterior site development (parking, site utilities, access, etc.) outside the area of work are included in the Scope of Work.

- B. NMC will provide KA with the necessary Equipment Manufacturer's Documents (plans, details and calculations) and record drawings (structural, mechanical, plumbing, electrical, etc.) to be incorporated into OSHPD submittal package.
- C. Reimbursable expenses are indicated as an allowance that will be used for A/E related cost as outlined in the Agreement. Any additional deliverable not described in the Scope of Work in the Agreement related to documents necessary for bidding and construction are not included in the allowance. NMC will provide the necessary advertisements, prints and copies for bidding and construction. Any approved addition to this fee will be invoiced per the agreement. We recommend the NMC carry a reimbursable budget/allowance.

PART 3 – OWNER REQUESTED CHANGES

- A. Should the Owner choose to modify the Scope of Work, the Architect will cooperate with the Owner to accomplish the Owner's goal if or when so directed. Additional approved services will be invoiced per the Rate Schedule below:

Standard Rate Schedule effective January 1, 2011

Principal Architect	\$ 225.00	Senior Designer	\$157.00
Architectural Production Mgr.	\$ 205.00	Designer II	\$126.00
Senior Project Architect	\$ 180.00	Designer I	\$95.00
Project Architect	\$ 166.00	Special Projects Mgr.	\$115.00
Senior Project Manager	\$ 180.00	CADD Supervisor	\$107.00
Project Manager	\$ 165.00	CADD II	\$ 95.00
Asst. Project Manager	\$ 132.00	CADD I	\$100.00
Facilities Planning Construction Advisor	\$185.00	Administrative, Office Mgr.	\$100.00
Clerical	\$76.00		

Attachments: Plans

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/12

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Kasavan Architects, Inc. 60 W Market St Suite 300 Salinas, CA 93901	INSURERS AFFORDING COVERAGE INSURER A: American Ins. Co. INSURER B: American Automobile Ins. Co. INSURER C: Liberty Insurance Underwriters, Inc. INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AZC80844810 General Liab Excludes Claims Arising Out Of The Performance Of Professional Services	10/27/11	10/27/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AZC80844810	10/27/11	10/27/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AZC80844810	10/27/11	10/27/12	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP80994465	08/05/11	08/05/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	AEE1967800111	10/21/11	10/21/12	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: KA #1106, RFQ#9600-12 - Radiology Rooms Architectural-Engineering Services.

County of Monterey, its officers, agents and employees are included as (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Navidad Medical Center Attn. Sid Cato/Contracts 1441 Constitution Blvd. Salinas, CA 93906	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Elise Fisher</i>
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DESCRIPTIONS (Continued from Page 1)

additional insured for general liability and insurance is primary per policy form wording as respects liability arising out of the Named Insured's work. Additional Insured and primary for automobile liability is provided per policy form. See attached.

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Kasavan Architects, Inc.

Policy Number AZC80844810

Producer Dealey, Renton & Associates

Effective Date 10/27/11

Schedule

Name of Person(s) or Organization(s)

Descriptions Of Operations

Navidad Medical Center
Attn. Sid Cato/Contracts
1441 Constitution Blvd.
Salinas, CA 93906

NAME OF ADDITIONAL INSURED
PERSON(S) OR ORGANIZATION(S)
CONT.: County of Monterey, its
officers, agents and employees

(If no entry appears above; information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

arising out of your work for that insured by or for you.

5. The person or organization shown in the schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

**This form MUST be attached to change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy.**
