

AGREEMENT

This AGREEMENT is made and entered into by and between Natividad Medical Center (the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County"), and **The Stinnett Group, LLP**, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #9600-25) for ARCHITECTURAL SERVICES, in accordance with the specifications set forth in this AGREEMENT; and

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

WHEREAS, CONTRACTOR has the professional ability and capabilities necessary to provide the services requested.

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

1. PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #9600-25 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-25. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #9600-25 dated August 26, 2011 including all attachments and exhibits
- CONTRACTOR'S Proposal dated August 23, 2011
- AGREEMENT,
- 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: AGREEMENT, CONTRACTOR'S Proposal, RFP #9600-25 including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR 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. CONTRACTOR 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. SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, 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 contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 2.2 Services will be provided on an on-call basis under a Task Order process between the COUNTY and the CONTRACTOR(S), on a time and material or competitive proposal basis. The Task Order process will consist of the COUNTY contacting the CONTRACTOR(S) and requesting services related to an individual project. CONTRACTOR(S) will then prepare a detailed scope and cost for each individual Task Order. The Task Orders are subject to agreement between COUNTY Representative and CONTRACTOR(S).
- 2.3 Services may include the following but is not limited to:
 - 2.3.1 **Facility Exterior Modifications/Remodels:**
 - 2.3.1.1 Planning, assessments, calculations, studies, specification preparation, plan preparation, estimating, designing, and drafting of work such as but not limited to:

- Door and window replacement including case work,
- Exterior walls replacement or repair such as EFIS, stucco, cast concrete, painting etc.
- Determine structural modifications/evaluations,
- Historical buildings repair, and enhancement, and
- Permitting if needed, public involvement coordination, and other tasks as necessary.

2.3.2 Facility Interior Modifications/Remodels

2.3.2.1 Planning, assessments, calculations, studies, specification preparation, plan preparation, estimating, designing, and drafting of work such as but not limited to:

- Space planning/programming,
- Office space remodels, modular furniture design, installation, and modifications,
- Interior finishes,
- Window treatments,
- Determine structural modifications/evaluations,
- Mechanical, electrical and/or plumbing (MEP) evaluations, repair, or replacement,
- Medical/Imaging Equipment Replacement,
- Elevator and/or hoist modifications/evaluations, and
- Permitting if needed, public involvement coordination, and other tasks as necessary.

2.3.3 Roofing Repairs/Replacements

2.3.3.1 Planning, assessments, calculations, studies, specification preparation, plan preparation, estimating, designing, and drafting of work such as but not limited to:

- Built-up,
- Composition, and
- Standing metal seam
- Shake and/or shingled roofing
- Spray polyurethane foam-based (SPF) roof systems
- Permitting if needed, public involvement coordination, and other tasks as necessary.

3. TERM OF AGREEMENT

- 3.1 The term of the AGREEMENT will be for a period of one (1) year with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If 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 in writing.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4. COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR 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.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax: Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.7 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730025K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5. INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center at the following address:

Natividad Medical Center
P.O. Box 81611
Salinas, CA 93912-1611
Attention: Accounts Payable

- 5.2 CONTACTOR shall reference the RFQ number on all invoices submitted to County. CONTRACTOR 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 CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County 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 County of Monterey 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 County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6. 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 CONTRACTOR.

6.2 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 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 sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

6.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of 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 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 COUNTY, or defect in a design furnished by COUNTY.

7. INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

7.3 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 County's Purchasing Officer.

7.4 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:

- 7.5 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.
- 7.6 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.
- 7.7 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.
- 7.8 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, CONTRACTOR 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.
- 7.9 Other Insurance Requirements:
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 CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.10 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 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.

- 7.11 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.
- 7.12 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.13 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 County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County 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, at its sole discretion, to terminate this AGREEMENT immediately.

8. RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR 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. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR 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.

9. NON DISCRIMINATION

- 9.1 During the performance of this contract, 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. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. 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.).
- 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 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10. OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of 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. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR 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 CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR 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 of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11. CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that 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 this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12. COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall report immediately to County'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 CONTRACTOR 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.

13. TRAVEL REIMBURSEMENT

- 13.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

14. NOTICES

- 14.1 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 County'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.

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

TO COUNTY:

Sid Cato, Management Analyst/Contracts
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Tel: (831) 783-2620
FAX: (831) 757-2592
Email: catosl@natividad.com

TO CONTRACTOR:

Name: The Stinnett Group, LLP

Address 1: 388 Market St, Ste 870

Address 2: San Francisco, CA 94111

Tel. No.: (415) 398-6586

FAX No. (415) 398-7960

Email: tansy@stinnett.com

15. LEGAL DISPUTES

- 15.1 CONTRACTOR 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.

15.2 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.

15.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

15.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

SIGNATURE PAGE TO FOLLOW

NATIVIDAD MEDICAL CENTER

By: _____
Sid Cato, Management Analyst/Contracts

Date: _____

By: [Signature]
Harry Weis, NMC CEO

Date: 10/9/12

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer
Monterey County, Deputy County Counsel

Date: Oct. 18, 2012

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 10/14/12

CONTRACTOR

The Stinnett Group, LLP
Contractor's Business Name***

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

Robert Stinnett, President
Name and Title

Date: 10.1.12

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

Tansy Bowermaster, Vice President
Name and Title

Date: 10/2/12

***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.



THE STINNETT GROUP, LLP

22 August 2011

Mr. Sid Cato, Management Analyst / Contracts
Natividad Medical Center, County of Monterey
Contracts / Purchasing
1441 Constitution Blvd
Salinas, CA 93906

Cover Letter: Request for Qualifications #9600-25, Master Agreement for Architectural Services

Dear Mr. Cato, Mr. Griffin, and Selection Committee,

Thank you for the opportunity to submit information on The Stinnett Group.

The Stinnett Group is a San Francisco based architectural firm that was founded in 1985 by Arba Stinnett. We currently employ three architects, three designers, and support staff. Our firm has a disciplined focus on small to medium size healthcare projects ranging from small equipment replacements, to department remodels. We will not accept larger projects as we feel it detracts from our ability to do the small projects well. This is the foundation of our firm philosophy and therefore RFQ 9600-25 is a good fit.

We specialize in OSHPD compliance, but have also done a number of projects through city and county plan review. The majority of our work involves remodeling existing buildings. As a result, we are familiar with common problems that can arise while working in buildings that were built under older codes.

We have ongoing projects in Salinas, Monterey, and Santa Cruz and currently have staff visiting the area on a weekly basis. This makes it easy for us to be ready and available to serve your needs. It also has led to a good relationship with OSHPD field staff serving the area, including Gordon MacLachlan, ACO, Reza Chegini, DSE, and Loren DeArmond, FLSO. We have been successful in achieving quick turn-around for change orders, and have been able to receive initial permits in the field for small projects that meet the FREER criteria. We have also embraced the SB1838 process and try to use it whenever possible. We are very practiced at traditional OSHPD submissions to the Sacramento office as well.

The RFQ specifically mentioned AutoCAD 2009. Our office is currently using AutoCAD 2010 and 2012, so saving or opening files in a 2009 format will not be an issue. Our staff is also trained in Revit 2012 (BIM). We have utilized modeling as an excellent pre-visualization tool during initial user meetings as well as an effective means of producing well coordinated construction documents. It is an office goal to continuing using Building Information Modeling when it is appropriate for the project.

Enclosed is our response package for RFQ 9600-25. Please call if you have any questions, and thank you again for this opportunity and for taking the time to review our qualifications.

Best regards,

Tansy Bowermaster, AIA
Vice President, COO
(415) 398-6586
tansy@stinnett.com

388 MARKET STREET, SUITE 870
SAN FRANCISCO, CALIFORNIA 94111
415 398 6586 FAX 415 398 7960

SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING DIVISION

RFQ # 9600-25
ISSUE DATE: 0



RFQ TITLE: ARCHITECTURAL SERVICES ONCALL MASTER AGREEMENTS FOR NATIVIDAD MEDICAL CENTER

QUALIFICATIONS PACKAGES ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING MANAGER BY:
16:00.00, LOCAL TIME, ON FRIDAY August 26, 2011

ADDRESS:
NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING DIVISION
Attn: SID CATO
1441 CONSTITUTION BLVD.
SALINAS, CA 93906

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
Sid Cato (831) 755-4253 or catos1@natividad.com

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL (1 original plus 4 copies):

- GENERAL FIRM INFORMATION AS PER ATTACHMENT A HEREIN
- PROJECT EXPERIENCE AS PER ATTACHMENT B HEREIN
- COMPLETED FEE SCHEDULE PER ATTACHMENT C HEREIN
- REFERENCES PER ATTACHMENT D HEREIN

This Signature Page must be included with your submittal in order to validate your Qualifications Package.
Qualifications Packages submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFQ.

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATIONS PACKAGE

I hereby agree to furnish the articles and/or services stipulated in my Qualifications Package at the price quoted, subject to the instructions and conditions in the Request for Qualifications Package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Qualifications Package.


Company Name: The Stinnett Group, LLP Date: 8/22/11

Signature: [Signature] Phone: (415) 398-6586 Fax: (415) 398-7960

Printed Name: Tansy Bowermaster, AIA Title: VP, COO E-mail: tansy@stinnett.com

Street Address/PO Box: 388 Market County: San Francisco State: California ZIP: 94111

License No. (if applicable): C-30446 License Classification (if applicable): California Architects Board

Received By:
The Stinnett Group, LLP
Tansy Bowermaster, AIA
VP, COO


Amendment #1

REQUEST FOR QUALIFICATIONS

#9600-25

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

Under \$100,000

Paragraph 1.1 is amended as follows:

- 1.1 The County of Monterey, Natividad Medical Center (NMC) hereinafter referred to as COUNTY, extends an invitation to all qualified Architectural firms, hereinafter known as CONSULTANT(S), to submit their qualifications, experience, and fee schedules to provide Architectural services for projects costing \$100,000 or less each and as outlined in Section 5.0 Scope of Work herein

Please contact below if you have any questions

C/O Sid Cato, Management Analyst/Contracts
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906

(REFERENCE RFP # 9600-25)

A Request for Proposal Package is available by downloading a PDF copy from the Natividad Medical Center website at www.natividad.com or contacting Sid Cato, Management Analyst/Contracts, Natividad Medical Center, catosl@natividad.com (831) 755-4223. NMC reserves the right to reject any and all proposals, to waive irregularities and informalities and make an award deemed in the best interest of the County of Monterey. Postmarks and facsimiles are not acceptable. Proposals received after the deadline may be rejected and returned unopened.



TABLE OF CONTENTS

Section 1:

Cover Letter Page 1

Signature Page Page 2

Signed Amendment #1 Page 3

Section 2:

Attachment A – General Firm Information Page 5

Pre-Qualifications statement Page 5

Additional Information on Key Staff Page 6

Section 3:

Attachment B – Project Experience Page 7

Project 1: Nuclear Medicine Department, Relocation Page 7

Project 2: Main Medical Office Building Remodel Page 8

Project 3: Neonatal Intensive Care Unit, Expansion Page 9

Project 4: Reroofing Page 10

Projects 5, 6, and 7: CT Scanner, Emergency Entrance, OR Pacs Page 11

Additional Projects Page 12

Attachment D - References Page 13

Section 4:

Technical Aspects of Proposal Page 14

Section 5:

Attachment C - Fee Schedule (attached to page in a sealed envelope) Page 15

Section 6:

Exceptions Page 16



ATTACHMENT A – GENERAL FIRM INFORMATION

Name: The Stinnett Group, LLP
Address: 388 Market Street, Suite 870
San Francisco, CA 94111

Established: 1985
DUNS Number: 16146072
Ownership Type: Limited Liability Partnership

Point of Contact:	Tansy Bowermaster, AIA Vice President, COO	Phone: (415) 398-6586 tansy@stinnett.com
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Former Firm Names:

The Stinnett Group was established by Arba Stinnett in 1985 and was a S Corporation until it became *The Stinnett Group, LLP* with Tansy Bowermaster added as partner in 2011.

Employees by Discipline:

Arba Stinnett, AIA

President, CEO - Senior Principal
Licensed Architect: California C15308, Colorado B721, NCARB
Healthcare design and master planning, programming, user meetings, overall project assistance

Tansy Bowermaster, AIA

Vice President, COO - Senior Principal
Licensed Architect: California C-30446
Healthcare design, user meetings, code research, OSHPD compliance, fire-rated construction in older buildings, construction administration, overall project leadership

Mark Roberts

Architect
Licensed Architect: California C-27060
Healthcare design, constructability review, code, detailing, specifications, construction administration

Irwin Gozali, CSI

Senior Designer
Drafting, construction documents, code, OSHPD Compliance, detailing, specifications, REVIT

Gabriela Ruiz

Designer
Drafting, interior finishes, graphic design, REVIT

Thien Mac, LEED

Designer
Drafting, OSHPD paperwork and close-out, construction administration assistance, green products

Litigation History: none

Pre-Qualifications and Licensing Requirements statement (as required by RFQ):

The Stinnett Group, LLP meets the pre-qualification and licensing requirements to provide Architectural Services as described in RFQ 9600-25.

388 MARKET STREET, SUITE 870
SAN FRANCISCO, CALIFORNIA 94111
415 398 6586 FAX 415 398 7960



ADDITIONAL INFORMATION ON KEY STAFF:



Arba Stinnett, AIA
President, CEO

Arba Stinnett's forty years of experience has included numerous projects in health care and master planning in addition to other public and institutional projects in California and throughout the United States. His medical project experience includes programming, planning, design, construction administration, and project management in the full range of medical offices, medical departments, nursing units, and support services.



Tansy Bowermaster, AIA
Vice President, COO

Tansy Bowermaster has worked on hundreds of healthcare projects in California. She started her architectural career designing private physician clinics, veterinary clinics, and primary, secondary and higher education projects in Washington and Southern California. Tansy moved to the Bay Area and joined The Stinnett Group in 2002, where she began to focus completely on healthcare. She quickly became an expert at completing OSHPD permitted projects in existing hospital facilities. She has also completed several tenant improvements in Medical Office Buildings through various city and county jurisdictions.



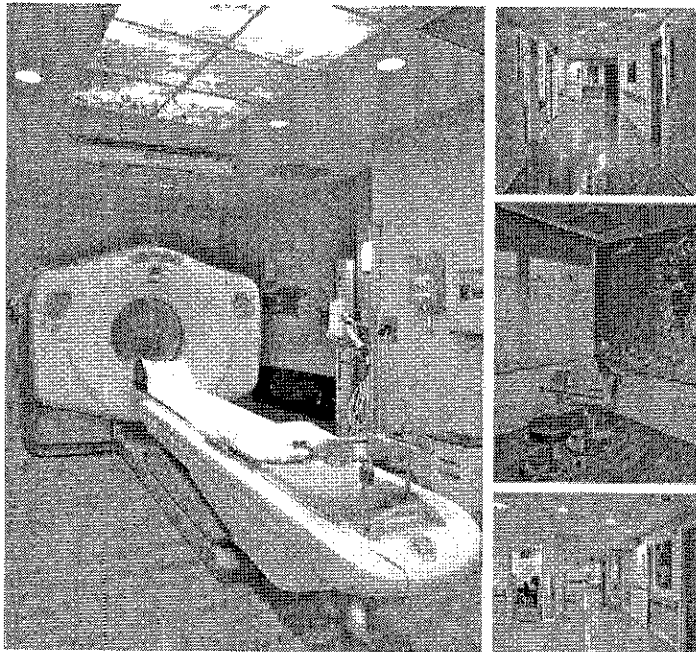
Mark Roberts
Architect

Mark joined the Stinnett Group in 1990 where he spent the majority of his time working on Medical Office Buildings, Hospitals and Medical Labs. After 4 years Mark relocated his family and secured a position in a firm servicing Medical, Educational, and Correctional Clients. He returned to The Stinnett Group in 2002 and has focused primarily on renovations, relocations, and modernizations of departments within existing Hospitals and Medical Office Buildings. Mark has extensive knowledge of construction materials and practices. His area of expertise and responsibility is the constructability of each project.



ATTACHMENT B - PROJECT EXPERIENCE

Project Name: Nuclear Medicine Department, Relocation



Description:

The existing Emergency Department in the basement of California Pacific Medical Center (Pacific Campus) needed significantly more space. In order to accomplish this, a new home had to be found for the adjacent Nuclear Medicine Department. The Nuclear Medicine Department was subsequently moved to the second floor to the under-utilized Cardiology administration area, which was demolished to accommodate the move.

The design team moved one Gamma Camera, replaced two Gamma Cameras with new, and used this opportunity to expand the department to include a new Pet CT. The project also included an updated hot lab with new dedicated exhaust to the roof, which involved finding a pathway up through four floors of the active hospital. Significant structural and mechanical infrastructure upgrades were also required in order to support the new imaging equipment.

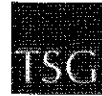
Client Name: California Pacific Medical Center
Client Contact Info: Margo Cusack
Director of Imaging and Oncology
(415) 600-3245
cusackm@sutterhealth.org

Project Size: 3,650 sf
\$3.5 million

General Contractor: Pankow Special Projects

Specialty Area: Healthcare, Digital Imaging Equipment

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ATTACHMENT B – PROJECT EXPERIENCE

Project Name: Main Medical Office Building Remodel



Description:

The Santa Cruz division of the Palo Alto Medical Foundation chose to completely remodel their main medical office building. The project started on the first floor with a complete demolition and remodel of the Clinical Laboratory. All of the lab work benches were replaced in a new configuration that improved the staff's work flow. The Radiology and Mammography Department was also updated with new digital imaging equipment, and patient and staff flows were improved through key changes in the overall department layout. We are currently in the process of replacing their CT Scanner as well.

The second, third, and fourth floors were completely upgraded, including accessibility upgrades, new registration counters, and new finishes throughout. All exam rooms received updated equipment, work counters, and finishes. All waiting rooms received new furniture, finishes, and artwork. The entire building is now more inviting and serves the community more efficiently.

Client Name: Palo Alto Medical Foundation
Client Contact Info: Tom Hart
VP of Facility Planning & Business Development
(831) 458-5591
HartT@sutterhealth.org

Project Size: Many small projects over 4 years, departments 3,000 to 5,000 sf each
\$8.9 million

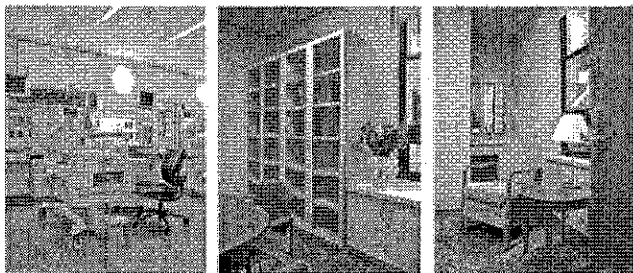
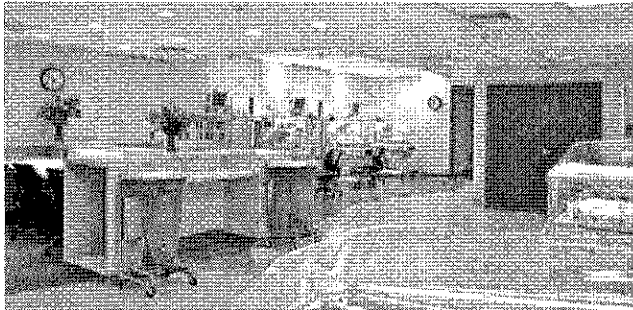
General Contractor: Slatter Construction

Specialty Area: Healthcare

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ATTACHMENT B – PROJECT EXPERIENCE

Project Name: Neonatal Intensive Care Unit, Expansion



Description:

The existing Neonatal Intensive Care Unit at California Pacific Medical Center (California West campus) was consistently operating at capacity. The facility chose to completely demolish the interior of a neighboring outdated patient wing which was being used primarily for physician sleeping. The space was then remodeled to provide a second NICU that supported 10 additional isolettes with the capacity to handle 14 isolettes in case of emergency. The project included a quiet room and classroom for families; updated staff work areas, and an isolation room.

The finish requirements for the space were carefully researched, and acoustic tile ceilings were provided that found a balance between being washable and reducing noise. A quality rubber floor was also chosen to absorb sound and provide added comfort for walking, accommodating both the sensitive patients and hardworking staff.

Client Name: California Pacific Medical Center
Client Contact Info: Mike Stinetorf
 Planning Manager, now with John Muir Health
 (925) 947-5342
 michael.stinetorf@johnmuirhealth.com

Project Size: 4,170 sf
 \$2 million

General Contractor: Pankow Special Projects

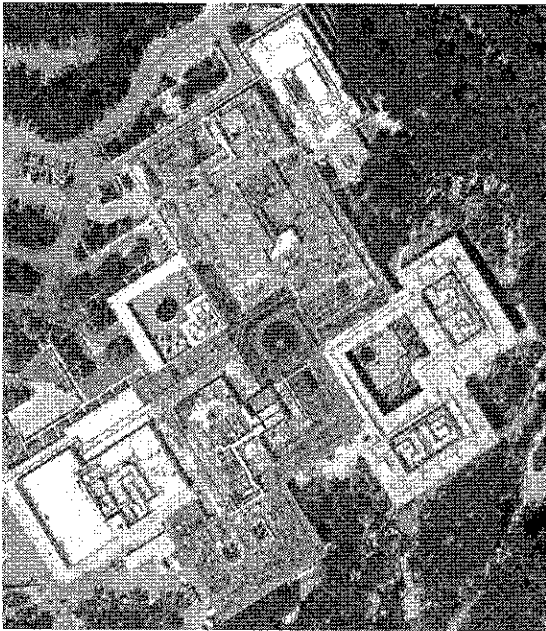
Specialty Area: Healthcare

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ATTACHMENT B – PROJECT EXPERIENCE

Project Name: Reroofing



Description:

In 2001 we helped CHOMP get a permit for reroofing a portion of their old hospital roof that was badly in need of patching (photo shows old hospital roof surrounded by newer buildings). We switched from a gravel roof to a light colored membrane roof system for ease of maintenance and lower energy costs. Existing piping and equipment had to be lifted and re-supported in some areas to achieve an improved roof slope for proper drainage. New drains had to be added in a few locations as well, requiring careful placement, not only for ideal drainage, but also to allow for the best possible route through the hospital below.

Now, ten years later, the roof is almost completely replaced. The facility divided-up the work over the past decade into manageable and affordable pieces for a total of seven phases. They sometimes switched contractors, but chose to use The Stinnett Group for every phase.

Client Name: Community Hospital of the Monterey Peninsula
Client Contact Info: Fred Bensch
Director of Facilities
(831) 625-4766
frederick.bensch@chomp.org

Project Size: 7 phases over 10 years,
\$4.5 million

General Contractor: California Roofing and Otto Construction

Specialty Area: Maintenance

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ATTACHMENT B – PROJECT EXPERIENCE

Project Name: CT Scanner and Ultrasound

Description: Replaced CT Scanner equipment at the Pacific Campus as part of a larger remodel of the CT and Ultrasound area. Project included a new AHU.

Client Name: California Pacific Medical Center
Client Contact Info: Margo Cusack
Director of Imaging and Oncology
(415) 600-3245
cusackm@sutterhealth.org

Project Size: 4,342 sf
\$2.6 million

General Contractor: Pankow Special Projects
Specialty Area: Healthcare, Digital Imaging Equipment

Project Name: Emergency Department Entrance

Description: Redesigned the Emergency Department registration area for increased security. We later rebuilt the entrance after installing a new Linear Accelerator below.

Client Name: El Camino Hospital
Client Contact Info: Ken King
Chief Administrative Services Officer
(650) 988-7887
Ken_King@elcaminohospital.org

Project Size: 1,000 sf
\$250,000

General Contractor: Hensel Phelps
Specialty Area: Healthcare

Project Name: OR PACS Installations

Description: Installed a PACS station in every OR at the CPMC Pacific Campus, including large wall mounted monitors that could be viewed during surgery.

Client Name: California Pacific Medical Center
Client Contact Info: Margo Cusack
Director of Imaging and Oncology
(415) 600-3245
cusackm@sutterhealth.org

Project Size: 11 ORs (400 to 500 sf ea)
\$71,500

General Contractor: Pankow Special Projects
Specialty Area: Healthcare



ATTACHMENT B – PROJECT EXPERIENCE

ADDITIONAL PROJECTS

*Sometimes small project don't look glamorous in firm resumes...
But the little projects can make a big difference.*

Administrative and Staff Offices, CPMC, ECH, and SVMH
Air Handler Unit Replacements, CPMC and SVMH
Angiography study, CPMC
Automatic Transfer Switch, St Luke's, San Francisco
Bariatric patient rooms and ICU lifts, SVMH
Biopsy Room, ECH
Blood Draw, ECH, PAMF Santa Cruz
Clinical Lab Remodels, CPMC, PAMF Santa Cruz, and SVMH
Conference Rooms and Offices, CPMC and SVMH
Corridor Upgrades and Utility Relocations, SVMH
Dialysis, ECH
Doctors Lounge, ECH
Electronic Intensive Care Unit room upgrades and physician hub, Sutter
Elevator Upgrades, St Luke's, San Francisco
Fire Alarm Panel replacement, SVMH
Fitness Center, MPHS
Fluoroscopy Room Remodels, CPMC
Gamma Camera Replacements, CPMC and SVMH
GI Endoscopy remodels, CPMC and ECH
Histology Hood, SVMH
Infant Security System, CPMC
Interventional Radiology Suite studies, ECH and SVMH
IT Infrastructure Upgrades, CPMC and SVMH
IV Compounding Room and Pharmacy Remodel, CPMC
Joint Commission and SOC Assistance, Kaiser, ECH, St. Rose, SVMH
Kitchen equipment, ECH
Labor and Delivery, CPMC and ECH
Linear Accelerator, ECH
Mammography Department Remodels, CPMC and PAMF Santa Cruz
MRI study, CPMC
Nurse Call Replacement, CHOMP and MPHS
OR Light Replacement, CPMC and MPHS
PICIS installations, MPHS
OSHPD assistance for contractors and engineers
Outpatient Rehab: Physical Therapy, Cardiovascular, Cardiopulmonary, CPMC
Pathology and Autopsy Remodel, CPMC
Portable Digital Imaging Trailers, CPMC, ECH, and SVMH
Radiology Room Remodels, CPMC
Sleep Center, PAMF Santa Cruz
Sterilizer Replacement, ECH and SVMH
Waste Management facilities, SVMH



THE STINNETT GROUP, LLP

TECHNICAL ASPECTS:

Signed statement (as required by RFQ):

Thank you again for the opportunity to submit this package for your consideration. I hope that you have found this information helpful. Please feel free to call if you have any questions.

I carefully read the Request for Qualifications 9600-25, Master Agreement for Architectural Services, including the list of potential projects, and the outline of potential services, and I feel that The Stinnett Group is qualified to assist you in these efforts, and I believe this proposal to be inclusive of all elements necessary for you to consider us for these services as stated in the RFQ.

Best Regards,

Tansy Bowermaster, AIA
Vice President, COO
(415) 398-6586
tansy@stinnett.com

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THE STINNETT GROUP, LLP

ATTACHMENT C – FEE SCHEDULE

see separate, sealed envelope included here

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