



Northern Inyo County Local Hospital District

Board of Directors Special Meeting

Thursday August 27, 2009 12:00 Noon

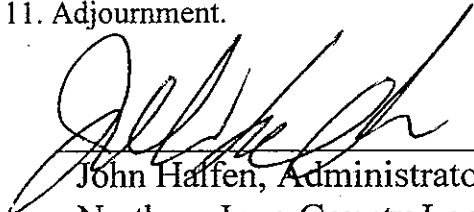
*Board Room
Northern Inyo Hospital*

NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

NOTICE IS HEREBY GIVEN that a Special Meeting of the Board of Directors of Northern Inyo County Local Hospital District will be held starting at 12:00 noon on Thursday, August 27, 2009, in the Board Room at Northern Inyo Hospital, at 150 Pioneer Lane, Bishop, California.

The agenda for this Special Meeting is as follows:

1. Call to Order
2. Opportunity for members of the public to address the Board of Directors on items described in this Notice, and/or on items of interest.
3. Discussion of possible change of architects and hiring of a construction administrator architect (*possible action*).
4. Construction project sub-contract re-bidding (*action item*).
5. Ratification of offer to purchase a real property located at Barlow Lane and Highway 395, Bishop, California (*action item*).
6. Revised contract for laundry services with Mammoth Hospital (*action item*).
7. Ratification of offer to purchase a (second) real property located at 2957 Birch Street, Bishop, California (*action item*).
8. HIS Professionals proposal for consulting services for new IT system (*action item*).
9. Plan Net proposal, consulting for design services (*action item*).
10. Opportunity for members of the public to address the Board of Directors on any items of interest.
11. Adjournment.



John Halfen, Administrator
Northern Inyo County Local Hospital District

Dated: August 21, 2009

**THIS SHEET
INTENTIONALLY
LEFT BLANK**

***Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services***

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- 1.5 COMPENSATION

AGREEMENT made as of the First day of December in the year Two Thousand Three.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

and the Architect:
(Name, address and other information)

The Stichler Group, Inc.
9655 Granite Ridge Drive, Suite 400
San Diego, CA 92123

For the following Project:
(Include detailed description of Project)

Indefinite delivery, indefinite quantity

The Owner and Architect agree as follows.

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

Projects will be identified by the Owner on a case-by-case basis and contracted to the Architect, through separate, project specific task orders, which define scope of work and scope of services.



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1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

As defined by specific task orders on a case-by-case basis, which become amendments to this standard form of agreement. The Owner shall issue project-specific RFP's to the Architect for each project. The Architect shall provide a comprehensive proposal to include scope of services and fee. Upon successful negotiation of the Architect's Proposal, the Owner shall issue a specific Task Order. No work will commence in the absence of an executed Task Order.

1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

As defined by the Owner through project-specific Task Orders which become amendments to this standard form of agreement.

1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

As defined by the Owner through project-specific task orders which become amendments to this standard form of agreement.

1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

As defined by specific Task Order issued by the Owner.

1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: as defined by specific Task Order issued by the Owner.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: as defined by specific Task Order issued by the Owner.

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

As defined by specific Task Order issued by the Owner.

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

As defined by specific Task Order issued by the Owner.

1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

As defined by specific Task Order issued by the Owner.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Scott Hooker
150 Pioneer Lane
Bishop, CA 93514

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

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(List name, address and other information.)

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Michael W. Kintz, RA, CCS
Senior Project Manager
9655 Granite Ridge Drive, Suite 400
San Diego, CA 92123
858-565-4440

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

As may be required by specific Task Orders, and reported in advance to the Owner.

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project's teams.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project's. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project's, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget's or a portion of the budget's, without the agreement of the Architect to a corresponding change in the Project's scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project's. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to



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documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Projects.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Projects to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Projects, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Projects. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Projects proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Projects. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Projects.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to ~~this~~these Projects.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Projects to requirements imposed by governmental authorities having jurisdiction over the Projects.

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1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Projects ~~is~~are not completed, the estimated cost to the Owner of all elements of the Projects designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to ~~this~~these Projects. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Projects, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Projects shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Projects.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for

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use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project~~s~~ is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to ~~this/these~~ Project~~s~~ or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for ~~the/these~~ Project~~s~~, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project~~s~~ including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

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1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

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1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project's site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an

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institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

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- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Paragraph 1.5.5;
- .8 other similar direct Project-related expenditures.

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1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Projects and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

1.4.2.1 This agreement shall be governed by the Law of the State of California.

1.4.2.2 The Architect shall be entitled to escalate their standard hourly rates by 4% annually for cost of living adjustments.



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ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

As negotiated between the Owner and the Architect on a case-by-case basis and as defined by project specific Task Orders issued by the Owner.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

As negotiated between the Owner and the Architect on a case-by-case basis and as defined by Task Orders issued by the Owner, based on the following, standard hourly billing rates:

CEO	\$250
Principal	\$200
Senior Medical Designer	\$200
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Architect	\$135
Project Architect	\$120
Architectural Designer	\$110
Job Captain	\$90
Construction Administrator	\$135
Interior Designer	\$110
Clerical	\$45
Specification Writer	\$125
Professional Engineer	\$150
Design Engineer	\$110
Drafter	\$65

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.1) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of (1.15) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

Travel time on behalf of the project charged at 70% of the hourly labor rate.

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of ~~Dollars (\$)~~ shall be made upon execution of ~~this Agreement~~ the Task Orders and is the minimum payment under this Agreement. ~~It~~ These shall be credited to the Owner's account at final payment of each project. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

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1.5.8 Payments are due and payable ~~()~~ days from the date upon receipt of the Architect's invoice. Amounts unpaid (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

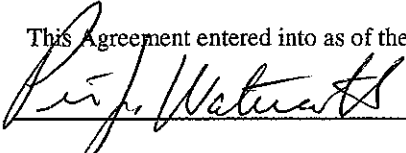
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within ~~()~~ months a project specific time frame as detailed in each Task Order. of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

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This Agreement entered into as of the day and year first written above.



OWNER (Signature)

North Inyo Hospital

(Printed name and title)



ARCHITECT (Signature)

Ronald Stichler, CEO & Principal

(Printed name and title)



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***Standard Form of Architect's Services:
Design and Contract Administration***

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

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ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project teams and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.



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2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

~~**2.1.7.1** When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~**2.1.7.2** Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.~~

~~**2.1.7.3** In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly. It is understood the Owner will engage the services of a third party to provide pre-construction services and cost estimating. The Architect will assist the Owner through the provision of appropriate Design Documents as required by the third party for the purpose of developing cost estimates.~~

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Subparagraph 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

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ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project~~s~~, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of ~~the each~~ Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project~~s~~.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project~~s~~ based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project~~s~~.



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ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services-unless otherwise agreed per specific task order.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING



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2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

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ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract

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Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner

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informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or

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procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may

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issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

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ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1** up to () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

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- .2 up to () visits to the site by the Architect over the duration of the Project during construction.
 - .3 up to () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
 - .4 up to () inspections for any portion of the Work to determine final completion.
- Schedule of services shall be project-specific and as delineated in each Task Order.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

2.8.3 The Architect shall furnish or provide the following services only if specifically designated: All projects shall be initiated by Task Orders issued by the Owner, clearly stating the services required of the Architect.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming		
.2 Land Survey Services		
.3 Geotechnical Services		
.4 Space Schematics/Flow Diagrams		
.5 Existing Facilities Surveys		
.6 Economic Feasibility Studies		
.7 Site Analysis and Selection		
.8 Environmental Studies and Reports		
.9 Owner-Supplied Data Coordination		

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- .10 Schedule Development and Monitoring
- .11 Civil Design
- .12 Landscape Design
- .13 Interior Design
- .14 Special Bidding or Negotiation
- .15 Value Analysis
- .16 Detailed Cost Estimating
- .17 On-Site Project Representation
- .18 Construction Management
- .19 Start-up Assistance
- .20 Record Drawings
- .21 Post-Contract Evaluation
- .22 Tenant-Related Services
- .23
- .24
- .25


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Description of Services.
(Insert descriptions of the services designated.)

ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:



OWNER *(Signature)*

North Inyo Hospital

(Printed name and title)



ARCHITECT *(Signature)*

Ronald Stichler, CEO & Principal

(Printed name and title)



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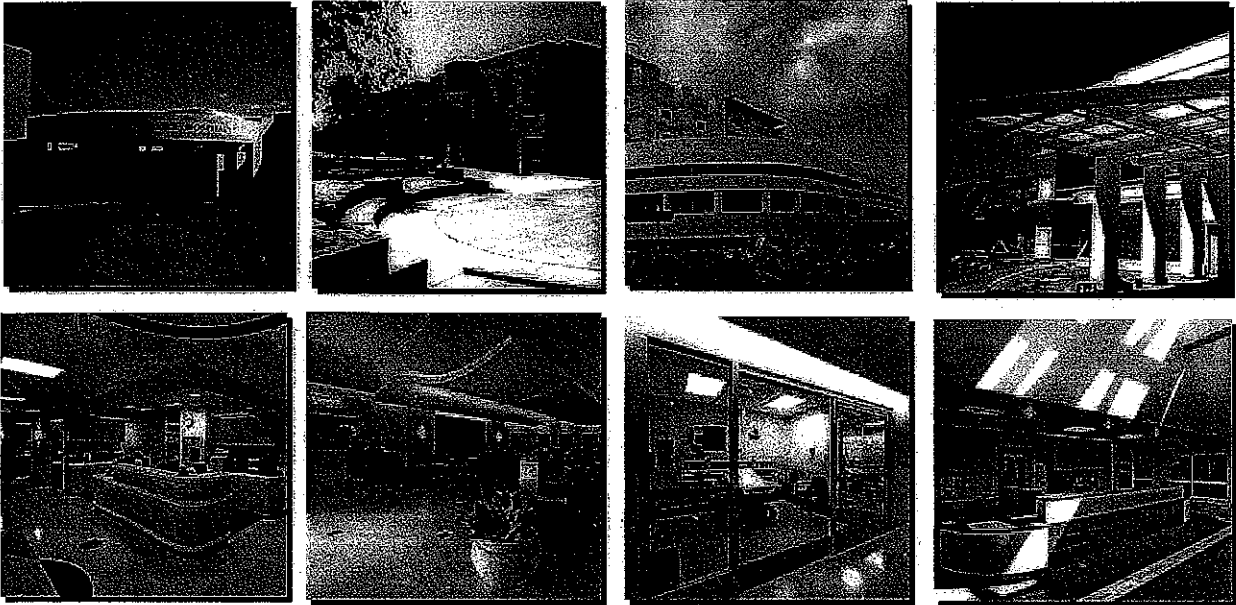
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Proposal for Architectural Services



Northern Inyo Hospital Phase Two Expansion Project

August 17, 2009



LOS ANGELES | SACRAMENTO | OAKLAND



August 11, 2009

Mr. John Halfin, CEO
Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

RE: Northern Inyo Hospital Phase 2 Expansion Project

Dear Mr. Halfin:

RBB Architects Inc. was referred to you by an associate at Turner Construction, regarding the Northern Inyo Hospital new tower project. Learning of the challenges you experienced with plan approvals on your Phase 2 Project, we'd like to introduce our services in the area of Architectural Peer Review, and discuss our past ability to supplant Original A/E Teams. Our firm has a 55 year history in healthcare design and has worked closely with OSHPD to complete thousands of reviews.

Through Peer Review, we've assisted in resolving many Design, Planning, Code, and Constructability issues for projects in various stages of Design. We have also on occasions taken over as Architect of Record for Clients during Plan Check and Construction, when events dictated. We would like visit you at your convenience, and discuss cost effective solutions to expedite your project completion.

RBB Experience Supplanting Original Design Firms

Riverside County Regional Medical Center had commissioned another architectural firm which went out of business just before obtaining a permit for its 517,000 SF Replacement Hospital. RBB successfully competed with several firms to become the Architect of Record for the project. The project was permitted and built on schedule.

Catholic Healthcare West (CHW) has regularly hired RBB to perform review of other architectural firms' work, with productive results. Successful CHW review projects include:

- St. Francis Memorial Hospital, San Francisco
- St. Mary's Medical Center Cancer Center, San Francisco
- St. John's Pleasant Valley Donor Wall, Camarillo
- Dominican Hospital Santa Cruz Medical Office Building & Parking Garage, Santa Cruz
- Sequoia Hospital, Redwood City

You may contact Dave Jarrett with CHW at djarrett@chw.edu (602) 307-2499.

St. Agnes Medical Center in Fresno, CA contracted RBB to perform a Peer Review of their Design Team's documents, protocols and procedures. Extensive problems were catalogued and specific actions identified for the Design Team to resolve. The project had over 600 instruction bulletins (changes to the original contract), was 18 months behind schedule, and needed a new set of drawings. A procedure was implemented allowing RBB to facilitate Construction Administration and Field Observation. After thorough efforts were exhausted, St. Agnes hired RBB to take over as Architect of Record. Having worked closely with the entire Project Team, RBB and our engineering consultants were able to quickly turn the project around to meet OSHPD requirements and owner expectations. *You may contact Sister Ruth Marie Nickerson (CEO of St. Agnes at the time) at rmickerson@cscsisters.org (574) 284-5550.*

RBB ARCHITECTS INC

Joseph A. Balbona, AIA
Deneys Purcell, AIA
Arthur E. Border, AIA
Sylvia Botero, AIA
Kevin S. Boots, AIA

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Los Angeles, California
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Facsimile 310 312 3646
—www.rbbinc.com



The original Design Team at St. Agnes was The Stichler Group (TSG) who later merged with NTD. After discussion with Turner, I believe many of the same TSG Team members who worked on St. Agnes also worked on your project. In our brief discussions with Turner regarding problems they have identified, we think much of the Contract Document conflicts we experienced at St. Agnes may have been repeated on your project. We are well suited to immediately apply lessons learned from the St. Agnes Project and draw from experience in solving problems after Supplementation on that Project.

We currently have a great deal of resources and capacity to assist you in a very timely manner. If you would like to discuss solutions for moving your forward, I can be reached at (310) 473-3555, ext. 276.

Kind Regards,
RBB ARCHITECTS INC

A handwritten signature in black ink, appearing to read 'Kevin Boots', written in a cursive style.

Kevin Boots, AIA, LEED AP
Senior Vice President
Director of Architectural Production
kboots@rbbinc.com

RBB Architects Firm Profile

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Facsimile 916 333 5248

360 22nd Street, Suite 301
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Telephone 510 452 2118
Facsimile 510 452 2119

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California Corporation
ID# C-04564421

Tax I.D. Number:

95-2274729

DUNS Number:

048500391

Insurance Coverage:

Professional Liability
General Liability
Workers Compensation
Auto Liability

Contacts:

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Sr. Vice President
Email: kboots@rbbinc.com

Deney Purcell, AIA, LEED AP
President
Email: dpurcell@rbbinc.com

Established in 1952, **RBB ARCHITECTS INC** has been a leader in the programming, planning and design of healthcare facilities for over 55 years. RBB is headquartered in Los Angeles, with branch offices in Oakland and Sacramento, California.

RBB designs an average of over \$300 million in construction annually. The firm has successfully completed over 10,000 healthcare, higher education and laboratory projects throughout the United States and overseas. Master planning and design projects include both new and remodeled facilities.

RBB's accomplishments have afforded the firm the privilege of being recognized as a top healthcare design firm in California, and recently ranked by Architect magazine as number 14 in the U.S. among the Top 50 Architecture Firms. The firm was also ranked number one by California's Office of Statewide Planning and Development for proven expertise in architectural plan review.

Much of the firm's success can be attributed to the continuity and commitment of our professional staff of over 50. Each RBB principal, and the majority of senior staff have been with the firm for over 20 years, **specializing in healthcare**. This team offers a cohesive combination of experience and innovation.

RBB's philosophical premise is that successful design solutions require close collaboration between the design professionals, client, and contractors. We work to achieve sustainable healing environments that lift the human spirit, respect the site and can easily adapt to future expansion. Through integrated planning and design, we strive for the most cost efficient design solutions. Our success is achieved through a careful understanding of the client's requirements and values, and prioritization of needs and wants.

RBB takes pride in its professional level service and follow-through, and tireless commitment to the project. Over 90% of our work is for repeat clientele, which stands as a testament to our ability to deliver ongoing client satisfaction.

Our longstanding clients are valued as the source of everything we do. We recognize that each client's future growth is also ours, and their continued success is the best measure of our own.

Representative Client List:

- Department of Veterans Affairs
- Cedars-Sinai Medical Center
- Catholic Healthcare West
- St. Joseph Health System
- Kaiser Health Foundation
- University of California Los Angeles
- University of Southern California
- Salick Health Care Inc.
- Amgen, Inc.
- County of Los Angeles
- County of Riverside
- County of Alameda

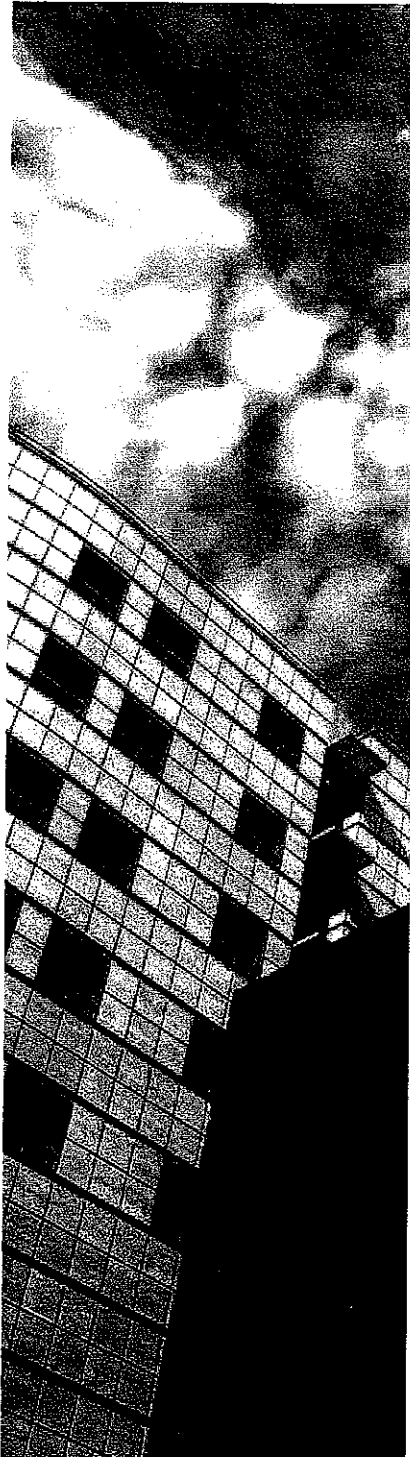
Professional Services:

- Master Planning
- Architectural Design
- Strategic Planning
- Programming
- Space Planning
- Feasibility Studies
- Post-Occupancy Evaluation
- Integrated Peer Review
- Independent Plan Check
- Cost Control
- Scheduling
- Value Engineering/Life Cycle Costing
- Specialized Department Planning
- Site Analysis and Selection
- Interior Design
- Facilities Management
- Regulatory Agency Interface
- Construction Administration
- Signage & Graphics

RBB ARCHITECTS INC



Firm Profile



Professional Services

- Master Planning
- Architectural Design
- Strategic Planning
- Programming
- Space Planning
- Feasibility Studies
- Interior Design
- Post-Occupancy Evaluation
- Cost Control
- Scheduling
- Value Engineering/Life Cycle Costing
- Specialized Department Planning
- Site Analysis and Selection
- Facilities Management
- Regulatory Agency Interface
- Construction Administration
- Signage & Graphics

Partial Client List

- University of California, Los Angeles
- Cedars-Sinai Medical Center
- Catholic Healthcare West
- St. Joseph Health System – 9 years
- Daughters of Charity Health System
- Northridge Hospital Medical Center
- University of Southern California
- Salick Health Care Inc.
- St. Agnes Medical Center
- County of Los Angeles
- Kaiser Health Foundation
- Department of Veterans Affairs

Peer Review Project Experience



St. Agnes Medical Center **Peer Review of The Stichler Group** **Fresno, CA**

RBB was commissioned to perform a **Peer Review** of the initial design team's protocols and procedures. The project had over 600 instruction bulletins (changes to the original contract), was 18 months behind schedule, and required a new set of drawings to allow construction to commence again. A list of over 1,300 corrections were identified by RBB. A procedure was implemented to allow RBB to facilitate the Construction Administration and Field Observation efforts of the original Design Team.

The new North Wing and Cardiovascular Center facilities contain approximately 230,000 sf of new construction including:

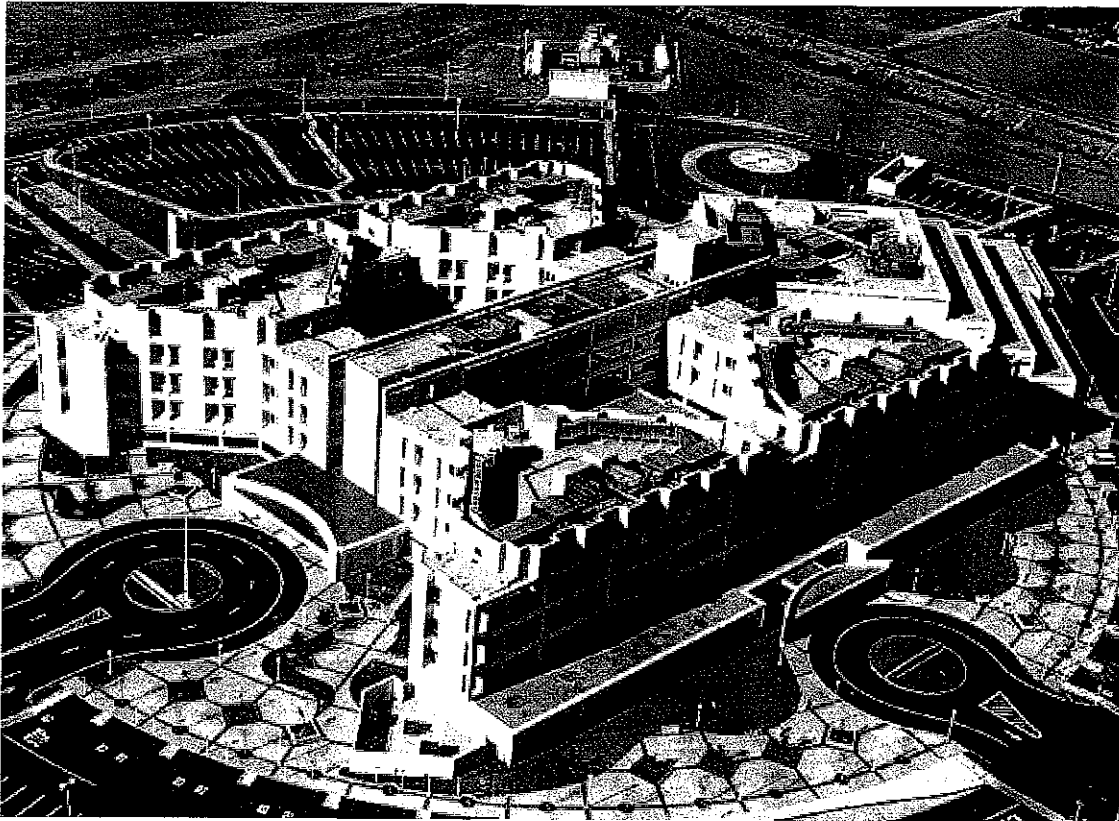
- 100 private patient rooms
- five cardiac catheterization labs
- six cardiovascular surgical suites
- three interventional radiology rooms
- a 16-bed chest-pain unit

Additional improvements include:

- dedicated cardiac intensive-care unit
- expanded outpatient center
- emergency department
- cardiac rehab and imaging services
- 20,000 sf medical education center

The original Construction Manager was replaced, and then the original Design Team was replaced by RBB as the Architect of Record. Working closely with the new Construction Manager, RBB was able to successfully turn the project around. Extensive field observation and regular communication with OSHPD, DHS, Local and State Fire Marshals, enabled the RBB team to complete documentation and obtain approval of all legacy changes. RBB subsequently completed a variety of additional upgrade projects at St. Agnes Medical Center.

Peer Review Project Experience



Riverside County Regional Medical Center Peer Review of Hope Architects Riverside, CA

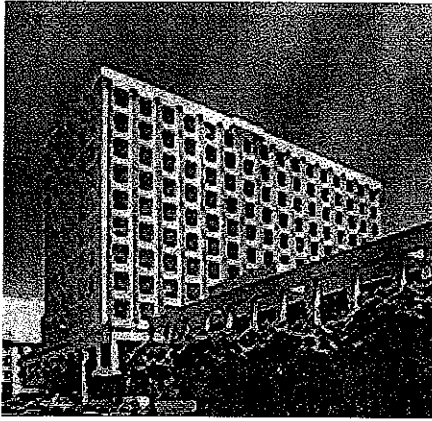
- 136,000 SF addition
- 120 Med/Surg beds
- Peer Review of Design Documents
- RBB replaced AOR following closure of original architect's office
- Final OSHPD permit & Construction Administration completed by RBB

Following a Peer Review design documents, RBB was commissioned by Riverside County to take over as architect of record for the design and construction of the \$100 million replacement hospital. RBB finalized the project plan review, developed construction documents and completed construction administration for the 520,000 SF facility.

The accredited teaching hospital is a tertiary care and level II adult and pediatric facility, licensed for a total of 439 beds. There are 362 beds in the acute-care hospital, and 77 beds in a separate psychiatric facility. The medical center has 12 operating rooms, a Trauma Center with a helipad located directly adjacent, and state-of-the-art digital radiology services, including MRI and CT.

There is also a 22-bed security unit located in a separate nursing wing, for county prisoners, and security cells in the emergency department. The central core accommodates nursing functions and security staff areas. Security unit patient rooms have reinforced concrete masonry walls, concrete floors, and prison grade metal ceilings. The entire security unit is within 32 ft. of an exclusive prisoner transport elevator.

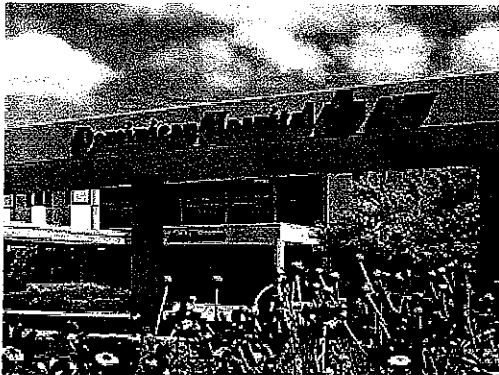
Peer Review Project Experience



St. Francis Memorial Hospital
San Francisco, CA

Peer Review of HOK Architects

- 18,000 SF
- Design Efficiency Review for Design Development Documents
 - Plans and Drawings
 - Program Validation
 - Schematic Design Checklist
 - Confirm Engineering Requirements
 - Deficiency Analysis & Report
 - Code Compliance



Dominican Hospital, CHW
Santa Cruz, CA

Peer Review of HOK Architects

- 44,000 SF Addition
- Design Efficiency Review
- Encompassed all Design Development Documents
 - Plans and Drawings
 - Program Validation
 - Schematic Design Check List
 - Confirm Engineering Requirements
 - Deficiency Analysis & Report
 - Code Compliance

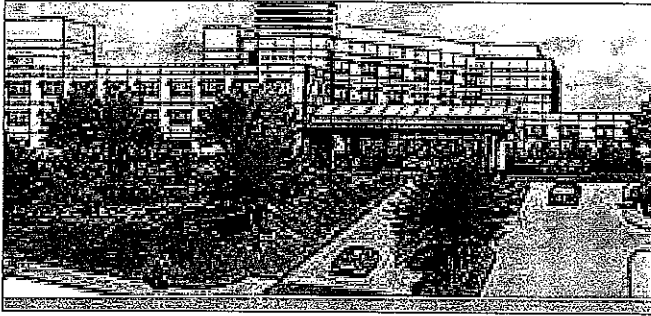


St. Mary's Medical Center
Santa Cruz, CA

Peer Review of Ellerbe Becket

- \$18 million Cancer Center
- Efficiency Review for Design Development Documents
 - Plans and Drawings
 - Program Validation
 - Schematic Design Checklist
 - Constructability Analysis
 - Confirm Engineering Requirements
 - Deficiency Analysis & Report
 - Code Compliance

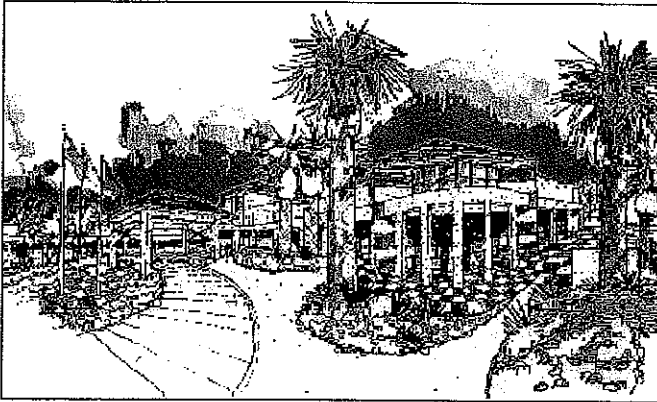
Peer Review Project Experience



Sequoia Hospital
Ranch Cordova, CA

Peer Review of Moon Mayores Architects Inc.

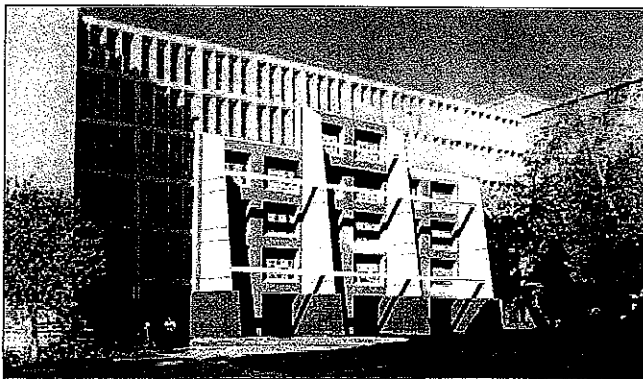
- 162,735 SF
- Efficiency Review of Design Development Set
 - Architectural
 - Structural
 - Mechanical
 - Electrical
- Value Engineering Recommendations



VA Domiciliary Skilled Nursing Facility
Chula Vista, CA

Peer Review of S/W Design Group

- 185,000 SF Includes 6 structures
- Skilled Nursing Facility
- Continual plan checking for OSHPD requirements
- Quality Assurance and Constructability
 - Review of Drawings and Specifications
 - Design reviews in graphic form
 - Status reports to OPDM



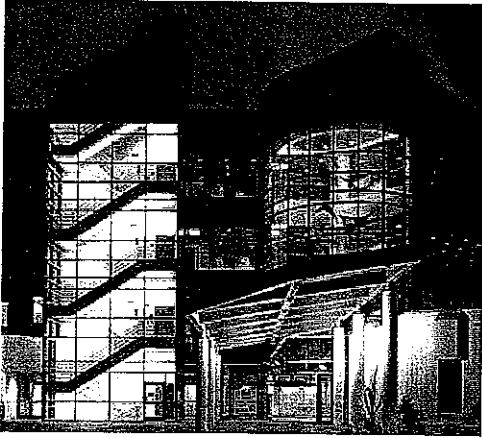
UCLA Slichter Hall
Los Angeles, CA

Peer Review for Seismic Corrections

The project goal was to strengthen the lateral force resisting systems by adding a concrete frame, and two sets of buttresses on the exterior façade of the building.

- 15,000 GSF
- Design Document Review for Seismic Corrections
 - Plans and Drawings
 - Program Validation
 - Code Compliance checklist
 - Confirm Engineering Requirements

Selected Healthcare Experience



Sierra View District Hospital Expansion Porterville, CA

Designed as a part of the campus master plan, this five level, 125,000 square foot expansion increases the Hospital's existing 85 beds to a total of 170. The entrance to the building features a light canopy frame that leads into a four story atrium lobby. The ground level houses ambulatory clinics and a community education conference center. The second floor has special care and intermediate care beds; the third floor includes medical acute beds; and the fourth floor contains an LDR unit. The lower level supports data processing, medical records, and staff facilities.



Rancho Los Amigos Medical Center Jacquelin Perry Pavilion Downey, CA

The Jacquelin Perry Institute is a 234,000 SF, 3-story spinal injury rehabilitation facility with extensive research laboratories on the basement level. The building was designed to reflect historic buildings on the campus and to evoke the architectural tradition of Rancho Los Amigos, including Spanish arches and a bell tower. The exterior features reflective green glass, and precast panels were utilized for ease of maintenance. A metal trellis and covered walkway connects the Perry Institute to a second rehabilitation facility on the campus. The trellis will be a continuing campus design feature, as well as rooftop gardens, interior and exterior courtyard spaces.



Antelope Valley Hospital Lancaster, CA

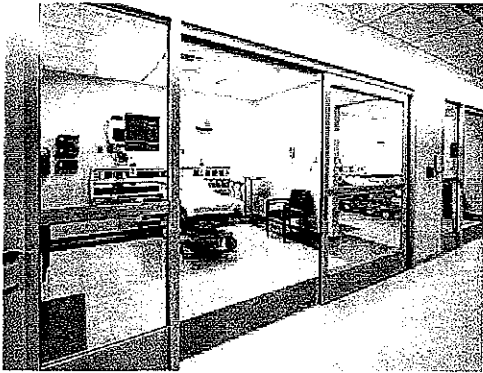
RBB provided design and construction administration for the Antelope Valley Hospital Woman's and Infants Center. The single story, 73,805 sf facility was an existing building designed as a Skilled Nursing Facility, which Antelope Valley Hospital planned to convert. The new facility houses 3 Labor Rooms (single occupant), 5 Ante-Partum Rooms, 16 LDR Rooms, 9 Inpatient GYN Rooms, 40 Post-partum Rooms, a 20 bassinets NICU unit, a 24 bassinets nursery, one dedicated crash C-Section room, one scheduled C-Section Room and two OR's for in-patient GYN procedures, all required support space, an 8 bed doctor sleep room suite, lobby, waiting, conference room, and dietary kitchen space.



Sierra Nevada Memorial Hospital Grass Valley, CA

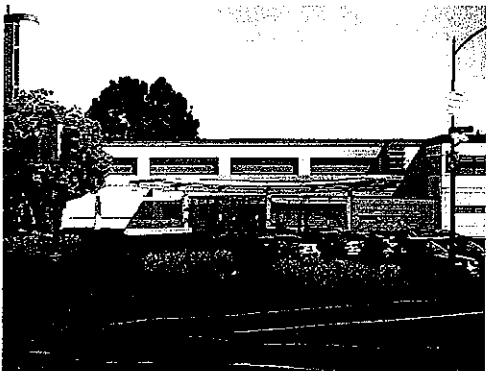
The Outpatient Imaging and Women's Center will provide for the consolidation of Sierra Nevada Memorial Hospital's diagnostic imaging services into a single free-standing location, the creation of a Women's Diagnostic Services Center, and the convenience of a Clinical Laboratory Service to effectively meet the community's growing demand for efficient, state-of-the-art diagnostic services. The 20,400 SF facility includes MRI, CT, Rad/Fuoro, and Rad for the Imaging department. The Women's Center contains Mammography, Mammo/Sterotactic and Ultrasound.

Selected Healthcare Experience



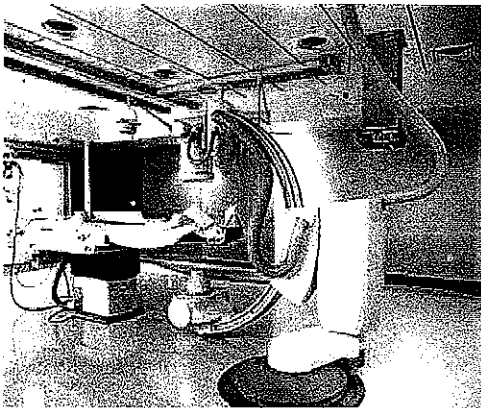
Mission Hospital Emergency Department Renovation Mission Viejo, CA

This renovation increases the Emergency Department capacity by 45 percent and allowed streamlined services that effectively reduces wait times. The new department implements a tranquil healing environment for all public and patient care areas. It also includes a complete renovation of 4 Trauma Beds, 22 Acute Beds, 1 Triage Bed, 11 Fast Track & Peds Fast / Track beds. Centralized nurse stations provide greater visibility into all patient rooms in order to provide the absolute best possible patient and staff communication. Separate ambulance and patient traffic enhance privacy and ensure maximum security.



Santa Rosa Memorial Hospital Santa Rosa, CA

RBB provided design and construction administration for the expansion and renovation of the existing Emergency Department, and remodel of the Cardiac Cath Labs and Surgery. The Emergency Department project features 32,500 SF of new construction and 9,300 SF of renovation. The first phase calls for the creation of additional bays and the second phase for renovation. The phased construction allows for the ED to remain fully operational. The expansion project will double the size of the from 19 to 39 bays. The Cath Lab / Surgery remodel is a 30,000 sf infill project in a two story structure, and includes two Cath Labs, an Electrophysiology (EP) Lab and Surgery Department addition.



Northridge Hospital Cardiac Remodel Northridge, CA

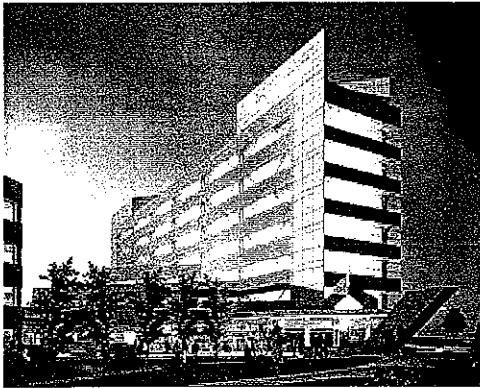
This \$655,000 1,200 square foot remodel encompasses Phase 1 of a three Cath Labs Suite remodel. The challenge was to convert the space into a high tech space with an open feel. The interior design concept includes an innovative 30' long colored wall and floor wave that serves as a backdrop for the high tech equipment to help soothe the atmosphere for patients and staff. In addition to state of the art procedure lights, decorative wall washers create a "blue wave" effect.



Desert Hospital Comprehensive Cancer Center Palm Springs, CA

RBB Architect provided design and construction for a new 60,000 outpatient center designed specifically to meet the needs of individuals diagnosed with cancer. Recognizing the importance of providing services under one roof, the Center houses a medical oncology infusion center, physician offices and exam rooms, radiation oncology services, treatment-related lab work, a pharmacy, outpatient surgery facilities, a Comprehensive Breast Center, Patient Resource Center, psychosocial and nutritional support services, and a patient research department.

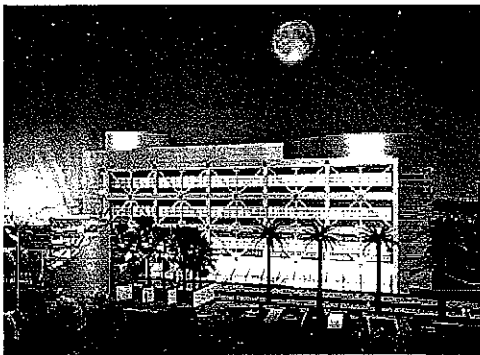
Selected Healthcare Experience



Mercy Medical Center Merced Replacement Hospital Merced, CA

Completion: 2010 (in construction, on schedule)

RBB was commissioned by Catholic Healthcare West to provide design and construction services for the 267,000 SF replacement hospital more than doubles the [atient capacity and will offer services not currently available in Merced, including trauma care and future invasive cardiovascular surgery and neurosurgery. The hospital was planned using an Integrated Project Delivery System in which a negotiated GMP contract was established and the team evolved with the participation of design assist trades led by the general contractor and the PM-CM.



Mission Hospital Acute Care Tower Mission Viejo, CA

Completion: 2009 (in construction, on schedule)

This 95,000 SF critical care tower includes 28 medical/surgical beds, 40 ICU beds (20 per floor), imaging, nuclear medicine, chapel, parking, support and mechanical space. The project also includes remodeling of the emergency department to accommodate 70,000 patient visits per year. The project includes extensive site work, landscape and hardscape and approximately 350 parking stalls on grade. When complete, the tower will offer the most advanced high-tech diagnostic and critical care service in Orange County. A new all-faith chapel and healing garden are also planned.



Mercy San Juan Medical Center Carmichael, CA

Completion: 2010 (in construction, on schedule)

Answering a community need for more hospital beds, Mercy San Juan Medical Center commissioned RBB Architects Inc to build a new, \$75 million, 7 level patient tower with sufficient acute bed capacity to accommodate projected patient demand. The 106 bed tower consists of 136,000 SF of new construction and 44,000 SF of remodel. The project will also provide a new campus entrance, new central utility plant and renovate the ground level of the existing patient tower to accommodate support space requirements of the expanded facility. Additionally a new central utility plant and new parking structure will be built.

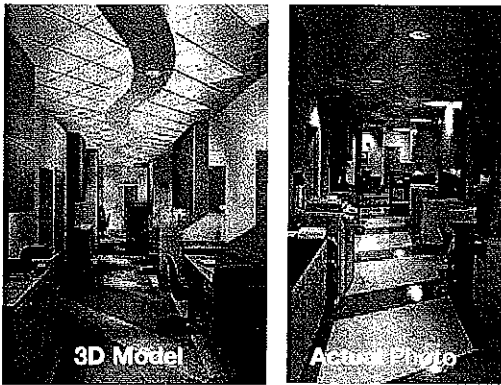
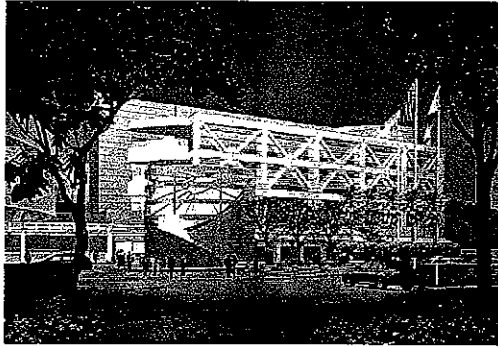


Presbyterian Intercommunity Hospital Plaza Tower Whittier, CA

Completion: 2013 (in construction, on schedule)

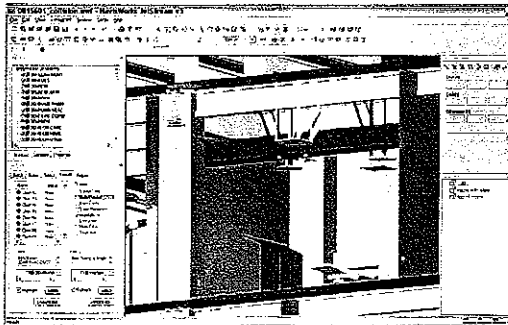
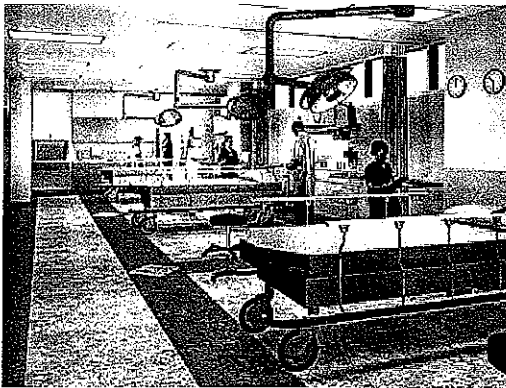
As part of Phase II of the master plan completed by RBB, the 250,000 SF, tower consists of a lower level In-Patient Surgery Department adjacent to the newly relocated Imaging Department and existing Emergency Department while the existing Surgery remains in operation, two floors of Critical Care beds and two floors of additional Medical/Surgical beds. Phase III will complete the master plan with the Plaza Tower II, and will include lower level expansion space and four floors of Medical/Surgical beds.

BIM / 3D Modeling Technology



3D Model

Actual Photo



Clash Detection

RBB employs 3D techniques at different stages of the design process to facilitate user interaction and to clearly convey design intent and character: AutoCAD and 3D Max can be used to examine massing and large-scale design options during the schematic design and design development phases. With Quick-Time Virtual Reality application, we can allow a viewer to see the site and its environs from varying perspectives. This technique is useful during both the schematic and design development phases.

Through 3D modeling, we can generate still images and animated views of the building in the site context. These techniques allow us to examine design alternatives and evaluate materials, finishes, and lighting schemes at an earlier stage of the design process than is possible with traditional architectural media. 3D visualization expedites decision-making and can result in fewer change orders and more cost savings to the Owner.

Building Information Modeling (BIM) and shared intelligent CAD objects assures coordination between disciplines. RBB has developed protocols for our consultants to share and manage portions of the model so their progress informs the model in a collaborative process. RBB prefers design assist sub-contractor involvement as early as Design Development so their Coordination Detailing Activity (CDA) of above ceiling utilities can be accomplished in 3D using available BIM tools. RBB recommends the early involvement of a general contractor to perform pre-construction services. We recommend that they host clash detection sessions with the A/E team and all design assist sub-contractors including 3D utility CDA effort. The pre-con service provider can also provide cost estimates with greater confidence from the BIM model.

Augmentation of the Building Information Model with sub-contractor and contractor input allows the build team to begin "rehearsal of construction" and start to inform the BIM with 4D schedule information and 5D cost data. The build team is able to validate the baseline schedule and explore and validate sequencing. Testing alternatives assures the most efficient or "lean" construction possible.

RBB utilizes a custom software solution to link attribute data associated with doors, room finishes, equipment, furniture and electrical/IT devices to the BIM/CAD files. End users and clients can view and manage this data in Microsoft Office applications. The client can also continue to use the database and BIM after the project is complete for facilities management, equipment maintenance, and asset tracking. All attribute data is provided in a non-proprietary, "open architecture" format.

Client References

"Never before in California has our regulatory agency worked so successfully with a project team to expedite the plan review process. Early involvement from RBB and OSHPD personnel was on the success level and completion of this project... I found that the shared use of your database became very helpful in the review of all the scheduled information... As always, RBB is on the cutting edge of developing Technology to consistently deliver a high quality product."

-- Carlos Albuerne, Senior Architect, Office of Statewide Health Planning Department

"I know of no other architect who is so able to integrate and bring to a successful conclusion the different, and often conflicting, demands and needs of the client, hospital administration, medical staff, regulatory agencies and most important, the comfort and needs of the patients and their families."

-- Bernard Salick, MD, CEO, Bentley Health Care, Inc

All members of your team were extremely congenial, knowledgeable, and responsive to our needs and concerns. Your solutions to our problems were creative and practical. I believe our lengthy collaboration will result in a highly functional and attractive new Radiology Department."

-- Barbara Kadell, MD, Clinical Professor and Vice Chair, Radiological Sciences, UCLA

"Throughout this very challenging project I have encountered a genuine support and significant enthusiasm from the whole team and their strong dedication to making this project a very successful one."

-- Osman Ratib, MD, PhD, Vice Chair for Information Systems, UCLA Dept. of Radiological Sciences

You and your firm have been instrumental in assisting my office in a continuous quality improvement effort to improve our Project Delivery Model. You bring **"Best of Class" healthcare architecture** to our projects. Your project teams reflect a pride and distinction that surpasses any other within our Preferred Provider Network.

-- David Jarrett, Systems Director Design and Construction, Catholic Healthcare West

"...RBB played a very constructive role at all stages of the process. We were impressed with the careful site visits conducted by RBB staff to assess our current programmatic needs."

-- Joel Ward, MD, Director, UCLA Center for Vaccine Research

*"...Not only was it **easy to work with** you on the Emergency Department Design for the new hospital, it was a great pleasure. Even when the hours were long and the problems difficult, you were unfailingly pleasant and your attitude to the work was always **positive and constructive**. Your skill at solving design problems was a constant source of delight."*

-- Marshall T. Morgan, MD, Director, UCLA Emergency Medicine Center

*"One of the things that was most helpful to the process, which especially distinguishes RBB was the consistency of the RBB team. In my experience, **continuity like this is invaluable and hard to find.**"*

-- Sharon Higgins, C.L.S., A.S.C.P, Operation Manager, UCLA David Geffen School of Medicine

*"I would like to acknowledge RBB's sustained performance on the [Santa Monica Hospital Clinical Lab]...their effective working relationship with the Fire Marshal resulted in OSHPD plan approval and a building permit. **The result was that the 24 hour lab was kept in continuous operation throughout the construction period.**"*

-- Greg Pierce, Project Manager, Santa Monica Hospital Clinical Lab

*We just received licensure for Phase 1 of the HHC-NB Imaging Center. Thank you all for the huge effort in making this project happen. **This truly is the Dream Team!** You rank at the top.*

-- Bill Quiram, Facilities Design & Construction, Hoag Memorial Hospital



Kevin Boots, AIA, LEED AP

Managing Principal
Years with RBB: 20

Mr. Boots began a career in architecture and engineering in 1977, specializing in healthcare architecture since 1984. A graduate of the Architecture Program at Iowa State University, he holds architectural licenses in California and Wisconsin. Mr. Boots joined RBB in 1988 and was named Principal in 2008. He has served as Project Manager, Project Architect, and Construction Administrator. Additionally, as Director of Production, he developed many Production Systems and Policies & Procedures utilized on our large healthcare projects. He is currently responsible for Production, Delivery, and Quality Assurance systems, and teaches in-house continuing education courses for staff.

EDUCATION

BA Architecture, Iowa State University

PROFESSIONAL AFFILIATIONS

Registered Architect, California
Registered Architect, Wisconsin
Member of American Institute of Architects
LEED Accredited Professional

RELEVANT EXPERIENCE

Ronald Reagan UCLA Medical Center, Los Angeles, CA

Consulting architect for the \$829 million, 525-bed replacement hospital on the UCLA campus. Principally responsible new Emergency and Imaging Departments and over 100,000 SF of additional support services

AIA Building Team of the Year Award; and Los Angeles Business Council 38th Los Angeles Architectural Award

Mercy San Juan Medical Center, Carmichael, CA

Master Plan, 190,000 SF, \$75 million, New Patient Tower and Cath Lab Remodel

Antelope Valley Hospital Women's Center, Lancaster, CA

\$30 million conversion of skilled nursing facility into a women's & children's center

Alameda County Medical Center, Alameda, CA

255,000 SF \$75 million Tower Addition, including emergency, outpatient surgery, radiology, clinics and 7-story parking structure.

Antelope Valley Hospital Master Planning Projects, Lancaster, CA

Phase 1 Implementation includes Cardiac Cath Center expansion and remodel, Lab Remodel, ED expansion and remodel, ICU remodel, Imaging Remodel, Site Improvements
Phase 2 includes 262-bed, 180,000 SF New Patient Tower; seismic upgrades of existing buildings and reconfigured campus circulation to accommodate new patient entrance

Little Company of Mary Hospital, Torrance, CA

Master planning and New Patient Tower; reconfigured circulation for new patient drop-off area, lobby, chapel and healing gardens. Savings By Design program participation

Kevin Boots, AIA, LEED AP

Managing Principal
(Continued)

Cedars-Sinai Medical Center, Los Angeles, CA

130,000 SF Outpatient Imaging Building
3,600 SF NICU Modular Building Complex
10,358 SF MRI Modular Building Complex
1,400 SF ER CT Scanner suite
1,638 SF Alliance & Imatron CT Scanners

Saint Agnes Medical Center, Fresno, CA

180 bed skilled nursing facility
90,000 SF outpatient expansion
70,000 SF hospital expansion and remodeling
40,000 SF cancer center
230,000 SF North Wing & Cardiovascular Center
East Wing Addition
Construction Administration for North Tower

Robert F. Kennedy Medical Center, Hawthorne, CA

\$20 million, 72,000 SF tower addition, including surgery, LDRs, laboratories, central sterile, ICU, and medical/surgical beds

Northridge Hospital Medical Center, Northridge, CA

800,000 SF, \$75 million, earthquake repairs and SB 1953 upgrades
FARR Tower: Six-story, 100,000 SF containing patient rooms, offices, shops, and main lobby
Family Practice/Pavilion Plaza: 48,000 SF \$3.5 million earthquake retrofit new design

Saint Francis Medical Center/West, Oahu, HI

136-bed medical center, 40,000 SF medical office building

Beverly Hospital, Montebello, CA

150,000 SF Radiology and Patient Tower Addition

Sierra View District Hospital, Porterville, CA

109,000 SF Patient Tower
9,000 SF ER Addition and Remodel

UC San Diego School of Medicine, Brain Imaging Center, San Diego, CA

\$3.4 million, 11,000 SF new fMRI facility to provide research space for the School of Medicine

UC San Diego, Applied Physics & Mathematics Building, San Diego, CA

\$8 million renovation of existing office space into laboratory and classroom space

Temple University Medical Center, Philadelphia, PA

\$18 million, 70,000 SF Outpatient Cancer Center and Research Laboratory



Stephen Jackson, AIA

Senior Project Director

Years with RBB: 3

Mr. Jackson has 27 years of experience in the design of complex institutional projects, with an extensive background in the areas of healthcare, commercial and university facilities. He has a degree in Architecture from the University of California at Berkeley and is a registered architect in California. He has successfully managed all phases of project programming from Design Development, Construction Documents, and Bid Packages through completion of Construction. In addition to his field experience, Mr. Jackson's solid knowledge of AutoCAD and other graphics packages enable him to perform a highly effective, hands-on role in design.

EDUCATION

BA Architecture, University of California at Berkeley

EXPERIENCE

Santa Rosa Memorial Hospital, Santa Rosa, CA

Emergency Department Expansion

Santa Rosa Memorial Hospital, Santa Rosa, CA

Conversion / renovation of offices to 80 Medical Surgical beds

Saint Agnes Medical Center, Fresno, CA

Renovation of Cafeteria & Kitchen, Relocation of PBX, and renovation of Nursing Unit

Experience with other firms

***Kaiser Permanente, Vallejo, CA**

Senior Technical Architect for new 200-bed hospital

***Kaiser Permanente, Vacaville, CA**

Senior Technical Architect for new 200-bed hospital

***California Academy of Sciences, San Francisco, CA**

Project Manager and Senior Technical Architect for Replacement Science Center, a LEED Platinum certified project that is renowned for a unique planted roof feature.

***Kaiser Permanente, Los Angeles Medical Center Replacement Hospital, Los Angeles, CA**

New Tertiary Care Hospital (250,000 SF) and associated make-ready and backfill projects including site work, hospital remodel and MOB remodel (\$240 million)



Stephen Jackson, AIA

Senior Project Director
(continued)

***University of California at Berkeley, McCone Hall**

Seismic upgrade and renovation of Earth Sciences Building, a Geology/Geophysics and Geography building housing the Northern California Seismological Laboratory, research labs, classrooms and relocation of Earth Sciences library (\$11 million)

***VA Medical Center, Palo Alto, CA**

Seven new limited stay inpatient buildings, comprising a rebuilding of 25% of existing campus (\$20 million)

***Mercy San Juan Hospital, Carmichael, CA**

Cardiovascular Surgery/Post Anesthesia Care Unit/Surgical Intensive Care Unit Remodel (6,000 SF), and upgrade of electrical service including new emergency generator building

***North Bay Medical Center, Fairfield, CA**

Construction documents for 30,000 SF addition including two 8-bed ICU's, Perinatal Unit, Main Lobby and Admitting

***St. Luke's Hospital, San Francisco, CA**

Intensive Care Unit remodel (4,000 SF), Catheter Imaging Unit replacement, Neuro-Cardio Unit remodel (2,000 SF), and Pre-schematic Main Entry remodel

***St. Joseph Hospital, Eureka, CA**

Surgery Unit remodel, Nursing Unit and Physical Plant upgrades

***Eden Hospital, Castro Valley, CA**

Radiology addition and remodel (15,000 SF)

***Clovis Community Hospital, Clovis, CA**

New 100 bed hospital (127,000 SF)



Tom Pellon, AIA

Project Architect
Years with RBB: 20

Mr. Pellon has over 25 years of experience as a construction administrator and project architect in healthcare and institutional facility design. His responsibilities range from overseeing production drawings to construction administration. Mr. Pellon assists in overseeing CAD protocols at RBB and was the Lead Project Architect for the award winning CSMC Imaging Building.

EDUCATION

BA Architecture, Cal Poly San Luis Obispo

PROFESSIONAL AFFILIATIONS

Registered Architect in California
Member, American Institute of Architects

EXPERIENCE

Mercy San Juan Medical Center, Carmichael, CA

190,000 SF, \$75 million, New Patient Tower

Cedars-Sinai Medical Center, Los Angeles, CA

S. Mark Taper Imaging Facility: \$32 million, 130,000 SF (65,000 SF New; 65,000 SF Renovation)

Northridge Hospital Medical Center Seismic Upgrades, Northridge, CA

72,000 SF Diagnostic and Treatment Building Seismic Repair

St. Francis Medical Center, Lynwood, CA

\$12 million birthing center

Presbyterian Intercommunity Hospital, Whittier, CA

Perry Pavilion: \$23,000,000, 140,000 SF of outpatient services, emergency room, workcare, scoliosis departments, peri-natal unit with 21 LDRP rooms, 19-bassinets nursery, 26-NICU beds and a 67-bed medical/surgical unit

Anaheim Memorial Hospital Medical Plaza, Anaheim, CA

55,000 SF, \$9 million medical office building

Hospital of the Good Samaritan Medical Office Building, Los Angeles, CA

10-stories, 150,000 SF

Eisenhower Medical Center, Rancho Mirage, CA

Various remodeling projects for nuclear medicine, CT scanner, ultrasound suite, admitting, gift shop



Larry Sound

Construction Administrator

Years with RBB: 3

Mr. Sound's responsibilities include management of architectural projects in terms of client relations, proposals, project programming, consultant and technical equipment coordination, production of construction documents, bidding or contractor pricing/negotiations, contract administration and agency relations. The majority of his projects have been California healthcare projects for Hospitals, Out Patient Imaging and Surgery Centers, Doctors and Dentists. Mr. Sound has regular interaction with state and federal agencies including OSHPD, and served as manager of our Sacramento office.

EDUCATION

BS, Design, University of California, Davis

EXPERIENCE

Mercy San Juan Medical Center, Carmichael, CA

190,000 SF, \$75 million, New Patient Tower

Experience Prior to RBB

St Elizabeth Community Hospital

OP Imaging Center

Surgery Expansion & Remodel

Nurse's Station

Nuclear Medicine Camera Replacement

Mammography Room #2, Film Files & Bio Med Remodel

Patient Headwall Remodel (all licensed beds, Phase II of V in construction)

Clinical Laboratory

Redding Medical / Shasta Regional Medical Center

Expansion III 4-Level Tower including Surgery Pavilion

Master Planning (for Expansion IV & V)

OP Surgery Center Remodel

Patients Hospital of Redding

Postanesthesia Recovery Remodel

Mad River Community Hospital

Cardiac Catheterization Remodel

Facility Master Planning

Modular MRI Addition

Northern California Rehabilitation Hospital of Redding

SNF Remodel

Riverside Eye Care

OP Surgery Center & Optometry Practice

Construction Administration

A/E SUBMITTAL PROCESSING AND CONTROL

Throughout construction, the assigned construction administrators will work closely with the construction manager to see that all inquiries and necessary paperwork are processed promptly. During the construction support phase, our construction administrator will process all required submittals from the general contractor, including material samples, shop drawings and requests for clarification/information.

Submittal Log

Material samples and shop drawings will be recorded in a "Submittal" log indicating:

- 1) date received
- 2) applicable specification section
- 3) title
- 4) contractor/subcontractor trade
- 5) date work sent to and date returned from consultants
- 6) action taken after review by contract administrator or consultant
(reviewed, reviewed as noted, revise and resubmit, not approved)
- 7) date returned to general contractor and how many copies sent to contractor, owner, field, consultant and file.

Resubmittals

If marked "Revise and Resubmit" or "Not Approved", resubmittals will be reviewed and recorded in the log in the same manner as the original submittal. All required samples and shop drawing submittals will be reviewed carefully by the construction administrator for conformity.

RFIs / Instruction Bulletins / Change Orders

Requests for clarification/information/substitutions will be similarly recorded in the appropriate log, carefully reviewed by the construction administrator and returned, as expeditiously as possible, to the general contractor with appropriate notes on what action shall be taken.

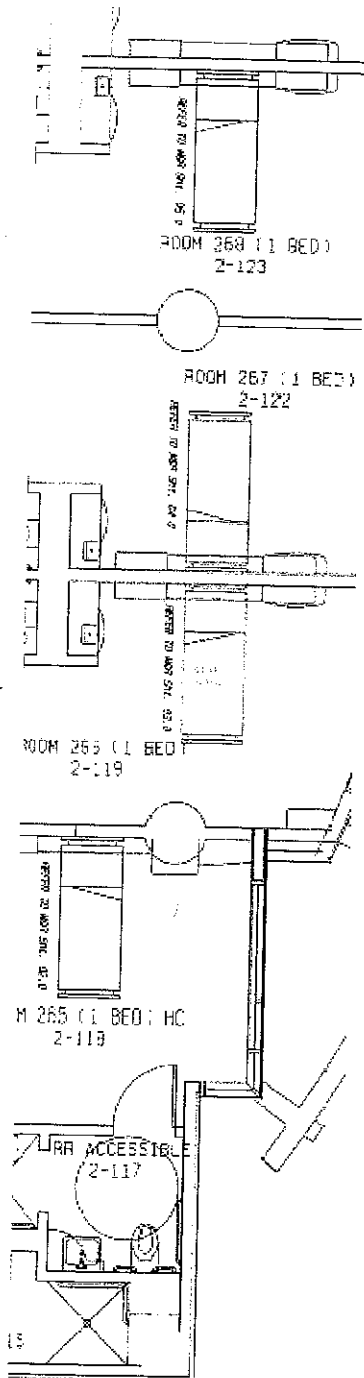
If necessary, an instruction bulletin will be issued directing the general contractor on what action shall be taken; this includes revisions or changes as necessitated by on-site conditions, owner's desired changes, or interpretation of the contract documents.

Should an instruction bulletin necessitate a change to the contract, an appropriate change order will be issued.

All instruction bulletins and change orders will be entered into an appropriate log recording the dates received, dates returned, what action has been taken and to whom the various submittals have been returned. These logs will keep an accurate record of any changes to the contract price or time.

Response Times

An immediate response to submittals and inquiries from the field is essential in order to minimize time delays which could translate into additional costs to the project. Working as a team with the owner and the contractor, RBB has successfully assisted the owner in completing the construction of their project on time and within budget.



Construction Administration

DAY TO DAY MANAGEMENT PROCESS

RBB focuses special attention on the following issues:

1. Contractor Requests for Information (RFI's)

RBB requires that the contractor participate in the solving of field conditions by proposing recommended solutions on each RFI. This helps mitigate unnecessary back and forth RFI's trying to find the most cost effective solutions to field problems.

2. Submittal Schedule

RBB will work with the Contractor to develop a submittal schedule integrated with the construction schedule, with priority given to submittals integral to the critical path to assure adequate review time by the A/E. Major submittals critical to the schedule will be broken into smaller packages to expedite the review, i.e. steel erection and framing, steel detailing.

3. Substitutions

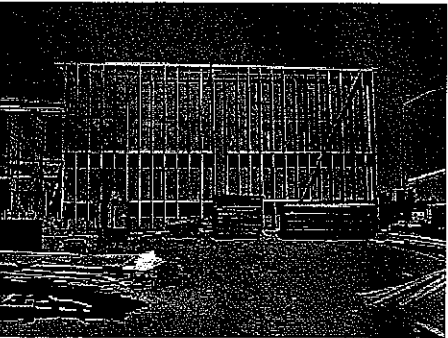
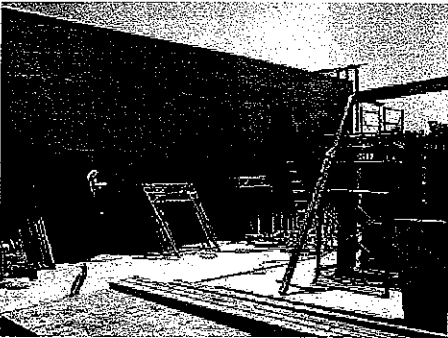
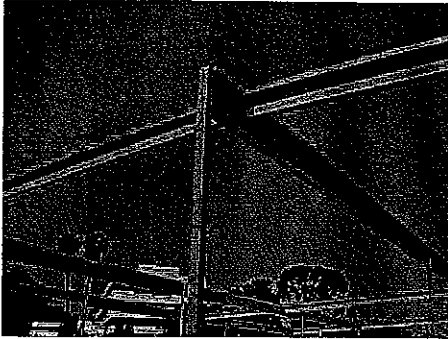
The burden of proof for all substitutions will be that of the submitting contractor. Substitutions will be encouraged prior to bid to minimize the risk to the bid contractor and to allow for the approved substitutions to be bid by all bidders. Substitutions after 30 days are not permitted except for reasons such as manufacturer closure or labor relations problem. Should some emerging technology need to be incorporated into the facility during construction, it can be treated as a regular Change Order.

4. Claims for Time

Any requests for time for alleged delays must be accompanied by a complete Time Impact Analysis. Time extensions must be substantiated by the CPM schedule, and will not be considered until the CPM project float contingency becomes zero. Critical to analysis of any claims for time is the CPM schedule which must be updated regularly to reflect actual progress and changes in the work. Additionally, two week look-ahead schedules and presentation of the scheduled work at each regular construction meeting will assure team understanding of any impact on the schedule during the work ahead.

5. OFCI Equipment

Contractor will be required to integrate into the construction schedule the required delivery of OFCI Equipment. RBB will work with the equipment specifier and procurement mechanisms to help assure that adequate time is budgeted for bidding, procurement, manufacture, delivery, local warehousing and delivery to job site to minimize potential delays.



Presbyterian Intercommunity Hospital, Whittier, CA
RBB is providing Phase 2 Construction Administration.

**Northern Inyo Hospital
Phase 2 Expansion Project
Peer Review & Construction Administration Services
Detailed Project Approach and Fee Proposal**

PROJECT APPROACH

Initial Activity

We propose to immediately start review of the last set of documents submitted to OSHPD for permitting. It is important that we also see a set of the first OSHPD submittal and each back-check submittal along with NTD's written responses to OSHPD comments. Often OSHPD back check comments made by each discipline are not as well coordinated as the original set, and conflicts can creep into the set at this point. Following the trail of plan check comments can assist in making a final round of coordination corrections before construction commences.

We will utilize a SWAT Team approach to perform an expedited Peer Review of the current documents. This review will focus on coordination, constructability, weatherability, planning and design, and phasing and sequence issues that would not normally be part of the OSHPD Review. As important as looking at what is included in the Contract Documents, we will also focus on what is not included that we believe the build team will require during construction. We have a large team we can assemble immediately that will bring different areas of expertise to a focused review. We expect this review to take no longer than 2 weeks, and would involve our team of Structural, Mechanical, and Electrical Engineers. RBB will develop for the Owner and Builder Team or written report of concerns for each sheet of the Contract Documents. The comments will be prioritized by a level of importance from Code required to discretionary. After a conference with the Owner and Build Team, we can identify the changes that will be necessary to issue Change Orders, and start to prioritize them according to the Construction Schedule.

This initial review of the documents will allow us to establish a better understanding of what fee will be required to complete the Construction Administration of the Project.

Review of NTDs CAD Deliverables

As soon as the Owner is able to obtain CAD Files from NTD, we propose to review the CAD deliverables to confirm that they match the OSHPD Permit Set. The CAD deliverables must be delivered to us prior to commencement of our role as Construction Administrator. Upon completion of our review we will advise you if any additional effort is required to update the files. Our last experience of taking over as AOR from The Stichler Group, the CAD files were not reflective of the most recent paper set issued. In that project we spent an additional \$8,000 just preparing the CAD files for Construction. We expect to find similar problems with these NTD files, given that the same team appears to have worked on both projects.

Pre-Construction Activity

We propose to meet with the Build Team to initially understand the Construction Schedule and Critical Path. Turner has utilized a system they call Reverse Phase Lean Construction Scheduling. It is a very successful way to engage all the Sub-Contractors in creation of shorter milestone schedules within the entire Construction Schedule. We would recommend that they use this system on the project which will allow us to focus entirely on delivery of corrections as needed for the schedule.

We understand a BIM Model has been prepared to find the more significant above-ceiling fit conflict issues. However, we would like to caution that a review of the appropriate duct sizing for balance and air velocity, which could cause noise problems, must be accomplished before the current BIM routing and coordination can be validated.

**Northern Inyo Hospital
Phase 2 Expansion Project
Peer Review & Construction Administration Services
Detailed Project Approach and Fee Proposal
(continued)**

Construction Administration Activity

We propose to provide all Construction Administration services as described herein from the effective date of termination of NTD until September 15, 2011 when construction is anticipated to be complete. We propose to provide a Construction Administrator at the Job Site 2 days a week (to be confirmed with the Build Team and after the Peer Review Report findings), This individual would be supported from RBB's home or branch offices, by the Principal in Charge, Project Architect, another Construction Administrator, as well as administrative support. We understand Turner could provide us with an office within their Construction Trailer for our use on site. We would like to share their administrative support when on site. The Principal in Charge, and/or Project Architect, will visit the site bi-weekly for Owner/Architect/Contractor OAC meetings and attend by phone on off weeks.

In addition to attending OAC Meetings, we propose our Construction Administrator also attend weekly Sub-Contractor meetings to continually be involved in discussions of Critical Path Activities and to understand the Build Team priorities. We also propose a weekly RFI / Submittal Workshop to be attended by major Sub-Contractors and Turner representatives. In these workshops current RFI's and future RFI's would be discussed with participation from the Build Team in the most effective solutions. In this way, RFI's submitted will hopefully already contain suggestions which have been vetted by the Build Team and confirming RFI's. We have had great success with this process on other projects and significantly reduced the number of RFI's, as well as the average response time. We would hope to coordinate these three meetings for one of the two field days for our Construction Administrator, and arrange for this day to be adjacent to the OSHPD Staff's field visit.

On OSHPD Staff's field visit day, our Construction Administrator would process as many field reviews of Contract Document Modifications as possible. We understand your ACO is Jim Bills. We have had great success with arranging to meet Jim even off site at other facilities in an emergency, to gain a field review. We worked with Jim Bills at St. Agnes when we took over as AOR from The Stichler Group (who merged with NTD) during Construction. Jim and RBB worked as necessary to find ways to facilitate filed review of the large number of changes required to correct those Contract Document deficiencies. Our Engineering staff would coordinate field visits as required during the Project Schedule.

Prior to any commencement of each major construction trade we would hold Pre-Construction Conferences to review Contract Document, Submittal, and Inspection criteria. This meeting would be key to understanding the expectations of the A/E Team, Build Team, and Inspection Team.

EXCLUSIONS

As construction progresses, any discretionary Owner/Contractor proposed changes, which require engineering or design effort will require a full A/E design contract and fee beyond this CA Basic Service Fee Agreement. Should RBB's Peer Review discover Planning or Design issues that are considered discretionary, we would meet with the Owner to determine whether any changes should be incorporated. These changes may require engineering or design effort which will require a full A/E design contract and fee beyond this CA Basic Service Fee Agreement.

**Northern Inyo Hospital
Phase 2 Expansion Project
Peer Review & Construction Administration Services
Detailed Project Approach and Fee Proposal
(continued)**

FEES

Peer Review

Our Fee for performing the two week Initial Peer Review is **One Hundred Twenty Five Thousand Dollars (\$125,000)** broken down as follows:

Architectural Review – RBB Architects	\$61,000
Structural Review – Rutherford & Chekene	\$24,000
Mechanical Review – ME Engineers	\$20,000
Electrical Review – NA Cohen Group	\$20,000

CAD File Preparation

Our Fee for preparing the NTD CAD Files for Construction Administration will be performed on a Time & Material Basis and can be confirmed after the Peer Review and review of the status of the files; however, we estimate it will require no more than **Eight Thousand Dollars (\$8,000)**

Construction Administration

We propose to do the Construction Administration Service for this project on a Time & Material Basis. Without doing the Peer Review Initial Activities however, we cannot definitively define the Construction Administration total Fee. We calculate that an industry standard fee for the CA for a project this size would be \$945,000. This equates to roughly 2% of the Construction Value.

From past experience we know it will most likely take a higher fee to correct and administer another A/E Teams documents, if the initial Peer Review finds items that will require correction. Although we expect our initial review to find the most significant items, we also know from experience in taking projects over, that the Build Team will continue to find conflicts requiring correction throughout the construction process.

We understand that NTD had approximately \$200,000 left to Administer Construction left in their original Basic Fee. In our view, that amount is completely outside the usual range of fees to adequately serve the Project during Construction.

Using only the last project we took over from The Stichler Group as a reference, working on a Time & Material Basis, the standard 2% Construction Administration Fee was increased to 3.75% to adequately correct items found in the Initial Peer Review Process and to resolve conflicts the Build Team found during construction.

Without the benefit of reviewing the documents we can only estimate a range of Construction Administration Fee could be as low as a 2% fee or **Nine Hundred Forty Five Thousand Dollars (\$945,000)** or depending on the number of corrections as high as a 3.75% fee or **One Million Five Hundred Seventy Five Thousand Dollars (\$1,575,000)**.

Turner has indicated there may be a desire to engage Rex Moore and RHP Mechanical with Design Build contracts. We support that concept, but if this route is chosen, we would like to suggest we keep our Peer Review Engineers onboard long enough to meet with the Contractors and develop a plan for a smooth transition. We would also recommend keeping our engineers onboard as needed in a consultation role until the above Ceiling Shop Utility Drawing process is complete. At that time we could discuss possible reduction of the fee based on that delivery mechanism.

**Northern Inyo Hospital
Phase 2 Expansion Project
Peer Review & Construction Administration Services
Detailed Project Approach and Fee Proposal
(continued)**

2009 HOURLY RATES

RBB ARCHITECTS INC

Principal	\$240.00
Senior Project Manager	\$220.00
Senior Project Designer	\$220.00
Senior Planner	\$220.00
Senior Construction Manager	\$220.00
Project Manager	\$200.00
Senior Construction Administrator	\$200.00
Project Architect	\$175.00
Construction Administrator	\$175.00
Planner	\$170.00
Senior Interior Designer	\$160.00
Job Captain	\$150.00
Designer	\$150.00
Senior Drafter	\$130.00
3D Cad Modeler	\$120.00
Intermediate Drafter	\$115.00
Interior Designer	\$115.00
Junior Drafter	\$100.00
Construction Coordinator	\$100.00
Administrative Assistant	\$ 80.00

REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at the Architect's cost, and shall include travel related expenses, reprographics, plotting, mailings, deliveries, and scanning. All reimbursable expenses will be submitted for approval by the client. Reimbursable Expenses are not included as part of basic services and shall be billed at cost, and shall not exceed 8% of the A/E Fee without written authorization.

The above hourly rates may be adjusted on an annual basis to compensate for salary and cost of living increase throughout the duration of the project. Services will be billed at the hourly rates that are in place at the time the service is provided.

Northern Inyo Hospital
Phase 2 Expansion Project
Peer Review & Construction Administration Services
Detailed Project Approach and Fee Proposal
(continued)

2009 HOURLY BILLING RATES

STRUCTURAL:

Rutherford & Chekene

Executive Principal	\$215.00
Principal	\$180.00 – \$190.00
Senior Engineers	\$140.00 – \$180.00
Engineers	\$115.00 – \$140.00
Designers	\$90.00 – \$115.00
CADD Specialists	\$85.00 - \$135.00

OTHER PROJECT EXPENSES:

Reproduction, Processing, Delivery, etc. actual cost plus 10%

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

MECHANICAL/PLUMBING:

M-E Engineers, Inc.

Principal	\$190.00
Senior Associate	\$155.00
Associate	\$140.00
Project Manager	\$135.00
Project Engineer	\$110.00
Construction Administration	\$110.00
Engineers	\$105.00
CAD Operator	\$ 85.00
Administrative/ Secretary	\$ 70.00

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

ELECTRICAL:

N.A. COHEN GROUP, INC.

Principal	\$185.00
Associate Principal	\$165.00
Senior Engineer/Project Manager	\$135.00
Project Manager	\$125.00
Designer/CAD Operator	\$100.00
CAD Operator	\$ 85.00
Administrative	\$ 75.00

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

THIS SHEET

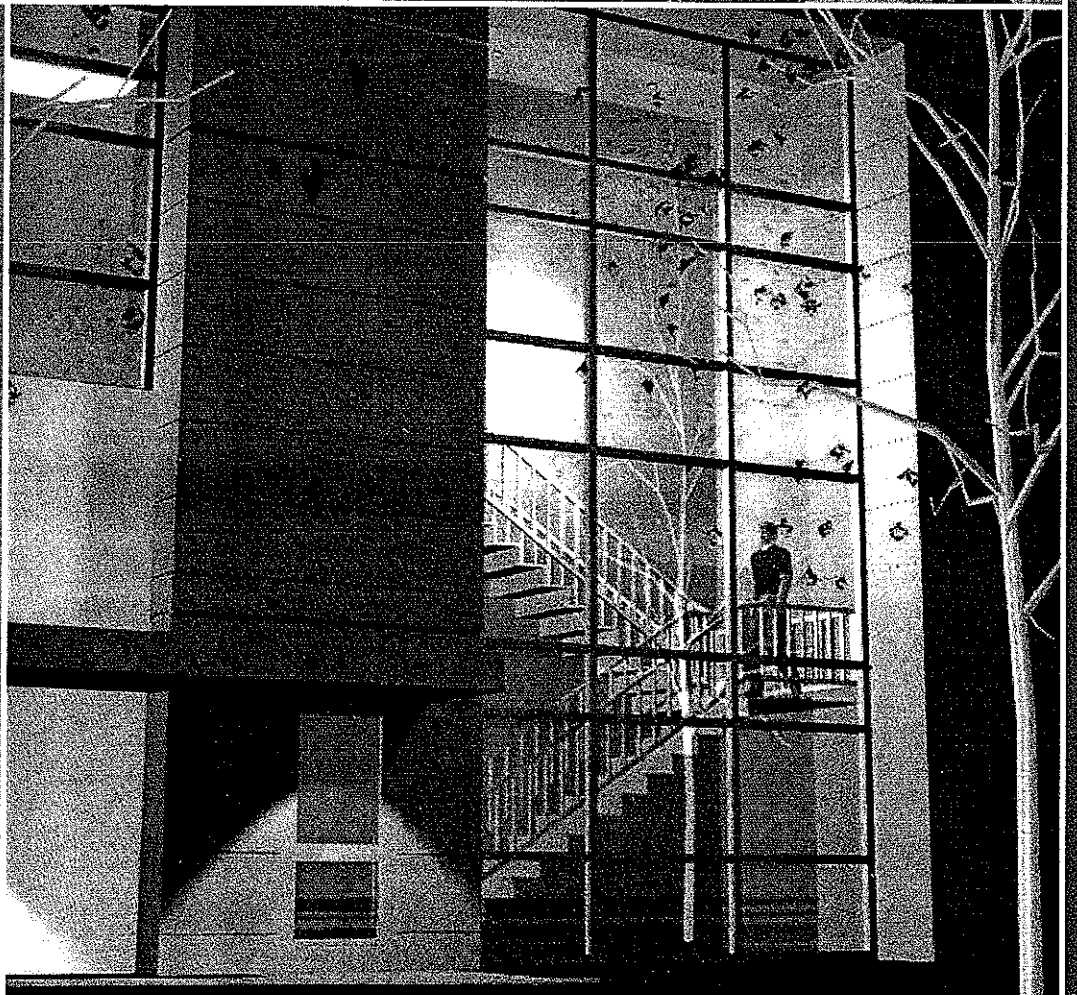
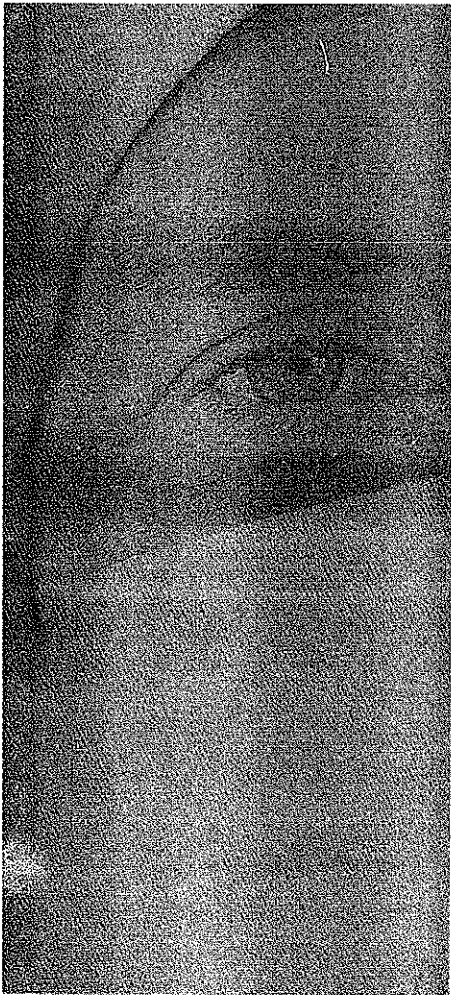
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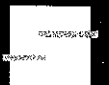


Statement of Qualifications

Northern Inyo Hospital Construction Administration Services



STAFFORD KING WIESE
ARCHITECTS



August 14, 2009

Mr. John Halfen
Chief Executive Officer
Northern Inyo District Hospital
150 Pioneer Lane
Bishop, CA 93514

Subject: Proposal for Construction Administration Services
Partial Replacement and Renovation, Northern Inyo District Hospital

Dear Mr. Halfen:

I understand you currently face the very difficult challenge of replacing the design team on your Partial Replacement and Renovation project. I also understand the current plan is to make the replacement after completion of the OSHPD plan review process, and at the beginning of construction administration services. The approach outlined for me included the new architect becoming the Architect of Record with liability of content of the permitted set remaining with the original Architect. Changes directed by the new design team during the remainder of the project become the responsibility of the new architect. We can provide this service. We have done this before. To accomplish this, Stafford King Wiese Architects (SKW) has prepared a cost effective approach utilizing experienced professionals to meet your program, budget, and schedule goals.

To create a cost effective approach, we analyzed the current schedule of construction activities. We then balanced the amount of Architectural Construction Administration Services we would normally anticipate with Turner's expectations for each major activity. To generate savings, we anticipate low site involvement during phases of work primarily dedicated to non-architectural systems, such as foundation/slab on grade and structural steel.

At the end of our proposal you will find our estimated architectural fee with staffing and reimbursable expenses. Based on the Scope of Services, we understand currently, the architectural fee is in the range of \$700,000 plus reimbursable expenses in the range of \$170,000.

We have an advantage of already having familiarity with your project. Turner commissioned SKW to assemble an electronic 3D clash detection model for Northern Inyo Hospital. A tool we will continue to offer as a benefit to the construction coordination, as requested by Turner.

We have identified three key issues to address immediately.

- 1) **Earn your trust.** We provide results oriented and experienced on-site construction administration leadership backed with experienced team support. This provides your project with quick and effective resolution of issues, keeping your project on schedule. This only occurs with the right person in the on-site leadership role, for this we are proposing our best, Ken Kitada. His most recent assignment has been with Methodist Hospital in Sacramento. We have included reference contact information for Methodist Hospital for his performance. I encourage you to call.
- 2) **Provide an effective process for OSHPD approvals.** Deferred approvals, Instructional Bulletins, Change Orders, and Close-out documents are examples of continued approvals required through the duration of the project. Your project will benefit from our in-house QA/QC review process to eliminate potential plan review comments. The elimination of comments proactively reduces plan review time and the need for back checks. The QA/QC Review Team is led by Bill Zellmer, who spent the last 16 years as an OSHPD plan reviewer.

STAFFORD
KING
WIESE
ARCHITECTS



ARCHITECTURE
PLANNING
INTERIORS

Mr. John Halfen
Northern Inyo Hospital
August 14, 2009
Page 2

- 3) **Commit to your project.** SKW's Senior Project Management Team meets monthly and the Project Manager meets one on one weekly with the construction administrator. All resources are available at all times for immediate resolution of issues. This maintains continuous monitoring of issues and timely input for your project from our most experienced healthcare leaders. As both the President of the firm and the Director of our Healthcare Studio, I provide you my personal commitment to support you to a successful completion.

SKW has extensive experience providing Construction Administration services for public contract clients. The deep available resources, talent and capacity of our Healthcare Design Studio allow us to effectively provide quality service.

SKW is excited for the opportunity to build a partnership with you to serve the Northern Inyo Hospital and the community it serves.

Sincerely,



Pat Derickson, AIA, NCARB
President and Director of Healthcare

APPROACH

FIRM DESCRIPTION

- Name: Stafford King Wiese Architects (SKW)
- Established: 1945
- Location: Sacramento, CA
- Capacity: 75 Professionals
- Disciplines: Architecture, Structural Engineering and Interior Design
- Market Expertise: Healthcare, Education, Civic, Hospitality
- Technology Utilized: BIM (Revit, ArchiCAD), AutoCAD, FTP Project Sites
- Sustainable Design: LEED Accredited Professionals in Every Studio
- Philosophy: Use all resources and innovative solutions to serve the client well and achieve all project goals. Work collaboratively with all team members with a singular focus of serving the client and project needs

LOCATION & RESPONSIVENESS

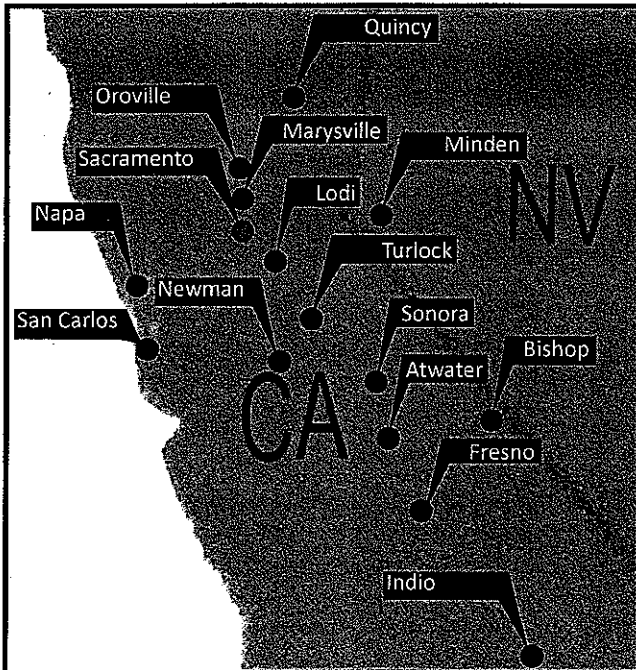
SKW has an established working office in Sacramento, California. We are fully dedicated to serving you and your project through the construction phase. Construction administration work will be balanced between Bishop and Sacramento, allowing us to be flexible, responsive, and timely during construction.

Benefits SKW provides:

- A single point of contact—Ken Kitada will be on site
- Involvement of key team members to provide an efficient communication mechanism
- Senior team members are readily available for meetings at the project site
- An OSHPD QA/QC Review Team
- Sacramento office located within blocks of OSHPD office

In order to provide a high degree of responsiveness and senior expertise to your project, Pat Derickson is dedicated to providing leadership and accountability for the SKW team. He is committed to regular and continued involvement on your project.

Stafford King Wiese Architects is accustomed to providing services to clients in remote locations. The map below shows representative projects sites (red) for which we have worked and where we are located in proximity to your project site (green).



TEAM ORGANIZATION

SKW offers our complete commitment and possesses the necessary skills and expertise to provide construction administration services to Northern Inyo Hospital. The individuals assembled were chosen based on their commitment to provide exemplary client service and their personal expertise delivering healthcare projects. Each individual represented will remain on your project until services are complete.

The day-to-day CA Leader and primary point-of-contact is Ken Kitada. Ken's 25 years of construction administration expertise is backed by a team committed to serve the unique needs of Northern Inyo Hospital. Pat Derickson, President and Director of the Healthcare Design Studio, will serve as your Principal-in-Charge and takes responsibility of the project team oversight, manpower and resource allocation. William Finney, Healthcare Studio Manager will serve as your Project Manager and as a continual resource to Ken and oversees contract administration. Together, this triad commits their attention and expertise to bring your hospital project to occupancy and in alignment with your expectations for success.

Ken Kitada leads the architectural team, coordinates the work of the engineers and consultants and maintains consistent and complete communication with Northern Inyo Hospital, Turner and the A/E team. SKW has existing working relationships with Turner Construction so no time will be lost in order to acclimate to each others processes, ultimately creating a team that is ready to start immediately.

COMMUNICATION AND RESOURCES

The organization chart illustrates lines of communication within the SKW proposed team. SKW's approach delineates clear leadership with Ken Kitada and lines of communication with the various resource teams within SKW. This approach, to best serve the project needs of Northern Inyo Hospital is three-fold.

- 1) Senior Project Management
- 2) Technical Support Services
- 3) Quality Assurance/Quality Control

The **Senior Project Management Team** is comprised of your primary point-of-contact and Construction Administrator Lead – Ken Kitada. Ken's proactive nature and ability to manage 2 steps ahead allows him to develop solutions before problems threaten the workflow on the construction site. Ken's experience and proven judgement provides him the authority to make the necessary decisions in the field in order to keep the project moving forward. Ken maintains continuous communication with Pat Derickson and William Finney so any additional resources or signatory needs are addressed in an immediate manner. In addition to daily email communications, this is accomplished in a monthly meeting between the Senior Management team and a weekly meeting between Ken Kitada and William Finney. Weekly reports are expected of Ken regarding budget, schedule, and any open issues. The Senior Project Management Team provides continual guidance to the project team throughout the project.

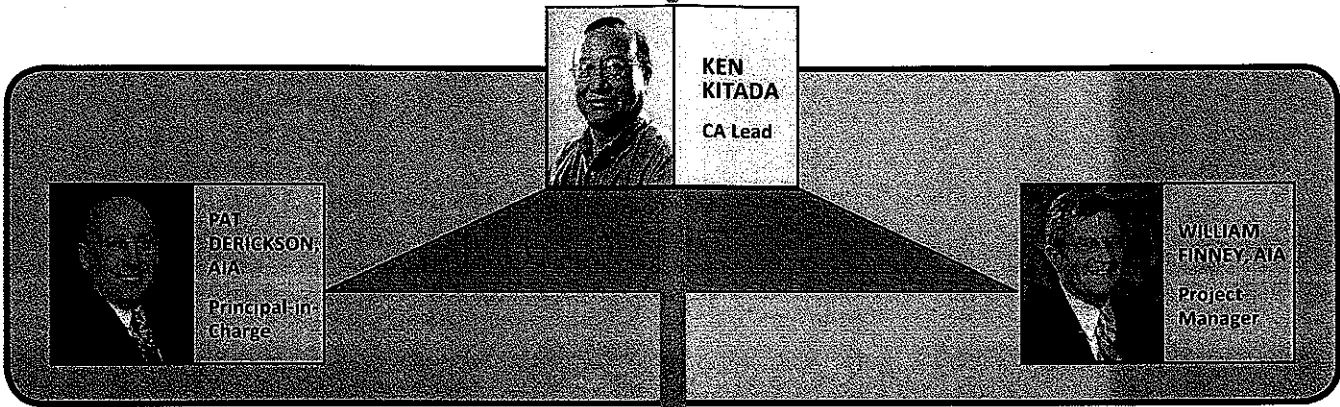
The **Technical Support Services Team** is comprised of SKW Team Support, Consultant Engineers and BIM specialists. SKW Drafting and Administrative Support Staff is dedicated to North Inyo. Ken will coordinate with the designated engineers to assure document coordination. The third component in the Technical Support Services is our BIM specialists. SKW provided Northern Inyo Hospital/ Turner BIM modeling of the structure and has an existing understanding of the facility design and components. SKW is known as a leader in this technology and has worked with Turner Construction on several projects offering BIM and clash detection services. SKW can offer additional BIM services as requested by Northern Inyo Hospital.

The **OSHPD QA/QC Review Team** is the final component of SKW's Project Team and a true differentiator of how SKW provides reassurance to Northern Inyo Hospital. As a unique service to our healthcare clients, SKW has hired Bill Zellmer to provide OSHPD Architectural Peer Review services. Bill is a 16-year veteran and former senior OSHPD plan reviewer. Under Bill's leadership, he has assembled a team of former OSHPD reviewers and management personnel to conduct peer reviews in order to avoid multiple back-checks, saving time and money. Due to mandated State furloughs and a backlog of plan review, OSHPD has issued a memorandum of expected delays. By conducting a peer review via the SKW OSHPD QA/QC Review Team the back checks are minimized because identified issues can be fixed. Peer reviews beyond the architectural set can be offered to Northern Inyo Hospital upon request. Architectural Peer Review is included as part of our proposed approach.

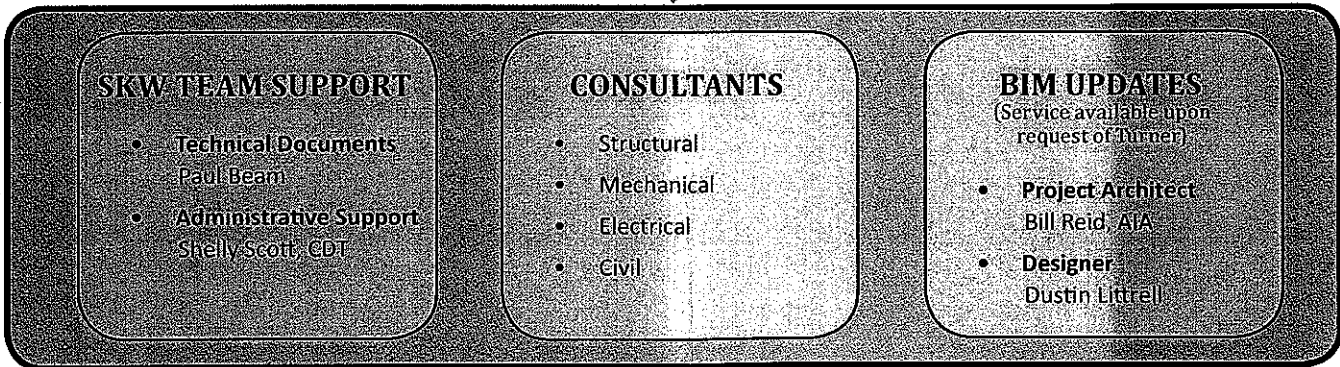
NORTHERN INYO HOSPITAL



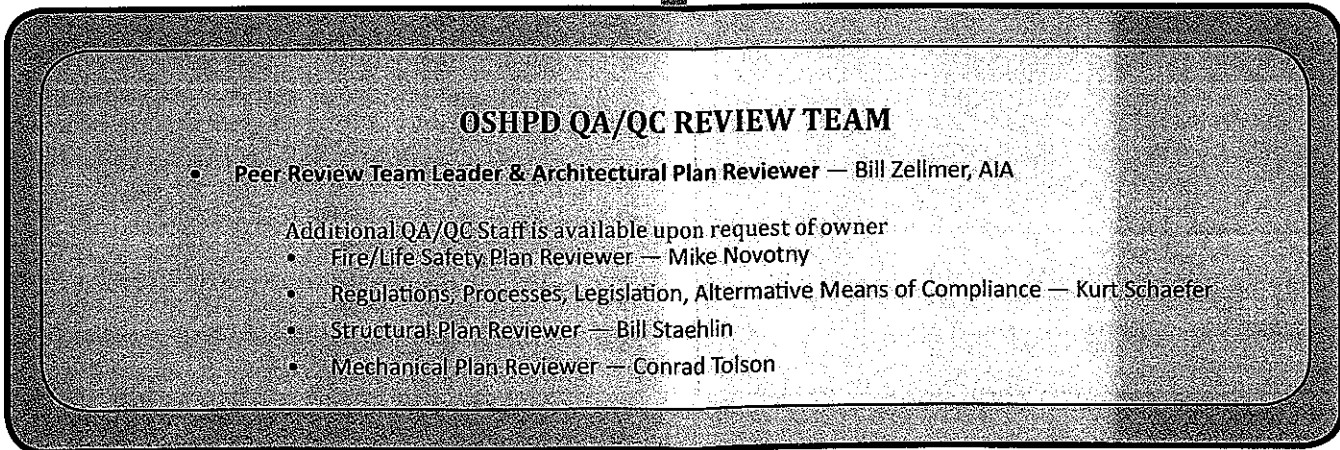
Senior Project Management



Technical Support Services



OSHPD QA/QC Review



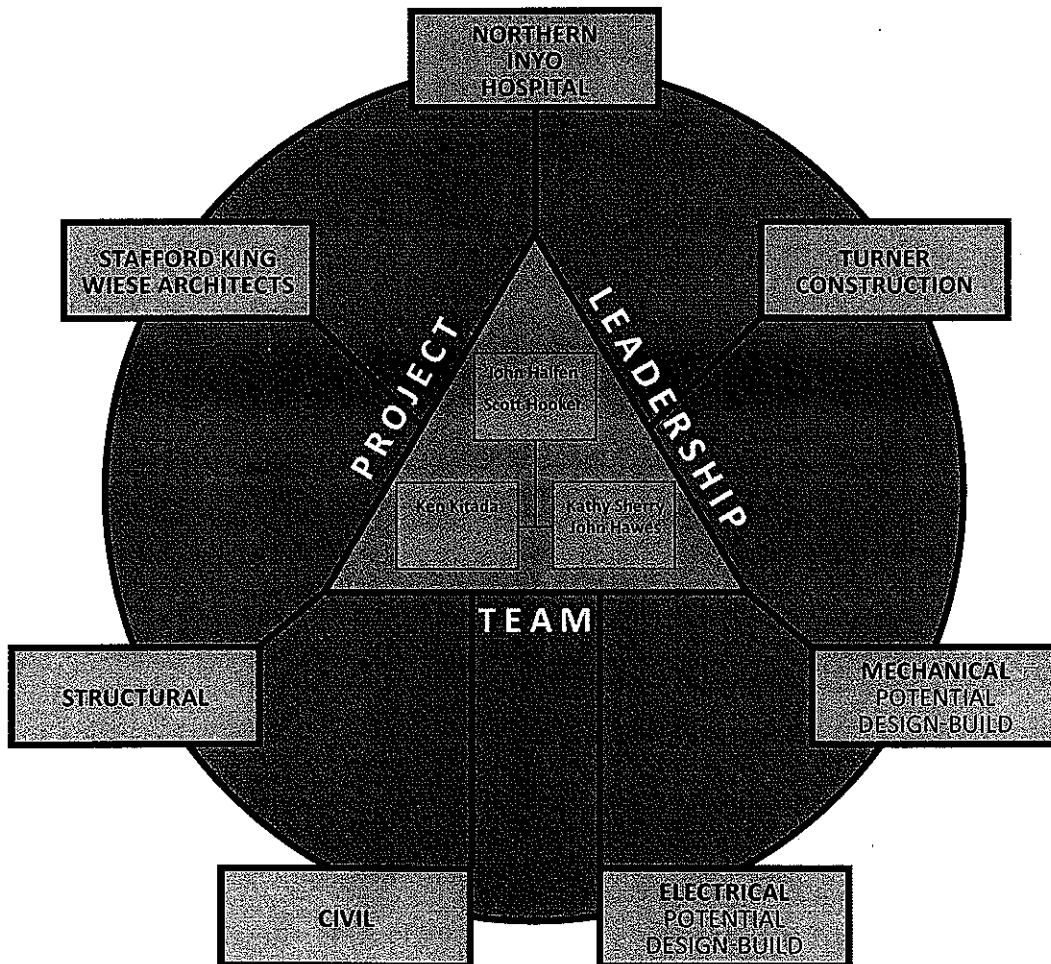
APPROACH

INTEGRATION PLAN

Stafford King Wiese Architects is ready to become fully integrated into your project leadership team. The project team changes being contemplated requires a strong nucleus of leadership to unify the construction phase team. The most successful projects we have experienced always have a high degree of collaboration among the Owner, Architect and Contractor. It is our intention to join your project team with this attitude.

Ways in which your project will benefit by this plan:

- Capitalize on the talents of all participants
- Optimize project results
- Reduce wasted effort
- Maximize efficiency
- Increase value to the owner



APPROACH



Bill Zellmer, AIA

OSHPD QA/QC Peer Review
Team Leader

Experience at OSHPD: 16 years

Experience at SKW: 6 months

OSHPD PROCESS MANAGEMENT

Navigating the procedures of the Office of Statewide Health and Planning Department (OSHPD) are critical to the success of your hospital expansion project. SKW's architecture and engineering team features an OSHPD QA/QC Peer Review Team which specializes in OSHPD requirements, procedures, and code interpretations with unmatched expertise. This team is lead by Bill Zellmer, a California licensed architect who worked at OSHPD for more than 16 years as a Senior Architect/Plan Checker and another year in the Codes and Regulations Unit. The OSHPD QA/QC Peer Review Team is comprised of former OSHPD employees of various disciplines who are available for consulting on an as needed basis. The management group includes the following expertise:

- Architectural/Handicap Accessibility
- Construction Inspection
- Fire/Life Safety
- Regulations, Processes, Legislation & Alternate Means of Compliance
- Structural Engineering
- Mechanical & Plumbing Engineering

SKW is a Sacramento firm, which has the distinct advantage of quick access to the Sacramento OSHPD office where your project's documents will be reviewed, for both formal and informal meetings with OSHPD staff to discuss Change Orders, Instruction Bulletins, and Deferred Approvals.

The unique background and knowledge of our OSHPD QA/QC Peer Review Team allows us to anticipate many of OSHPD's concerns before they create project delays; and our proximity to the agency's office will provide you with cost-effective access to OSHPD. The services of the OSHPD QA/QC Peer Review Team will help keep your project on a predictable construction schedule, and that will help make this project a financial success for all parties involved.

Peer Review Services

The OSHPD QA/QC Peer Review Team will work in collaboration with the A&E team to provide peer review services of project drawings and documents before they are submitted to OSHPD for review and approval. We have the ability to anticipate potential comments from OSHPD, eliminate sources of delay and expedite the OSHPD review process, which ultimately allows our team to keep the construction on schedule and on budget.

During the construction phase of this project, the peer review services that will be needed for processing include:

- Deferred Approvals
- Information Bulletins and Change Orders
- Alternate Means of Compliance Requests

If the SKW team is involved prior to the next back check submission to OSHPD, we can also review the outstanding OSHPD comments and the associated responses from the A&E team and provide advice to assure approval of the next submission to OSHPD.

APPROACH

OSHPD memo has noted...

Deferred Approvals are scheduled to take 100 days for the first review, and 50 days for each subsequent back check.

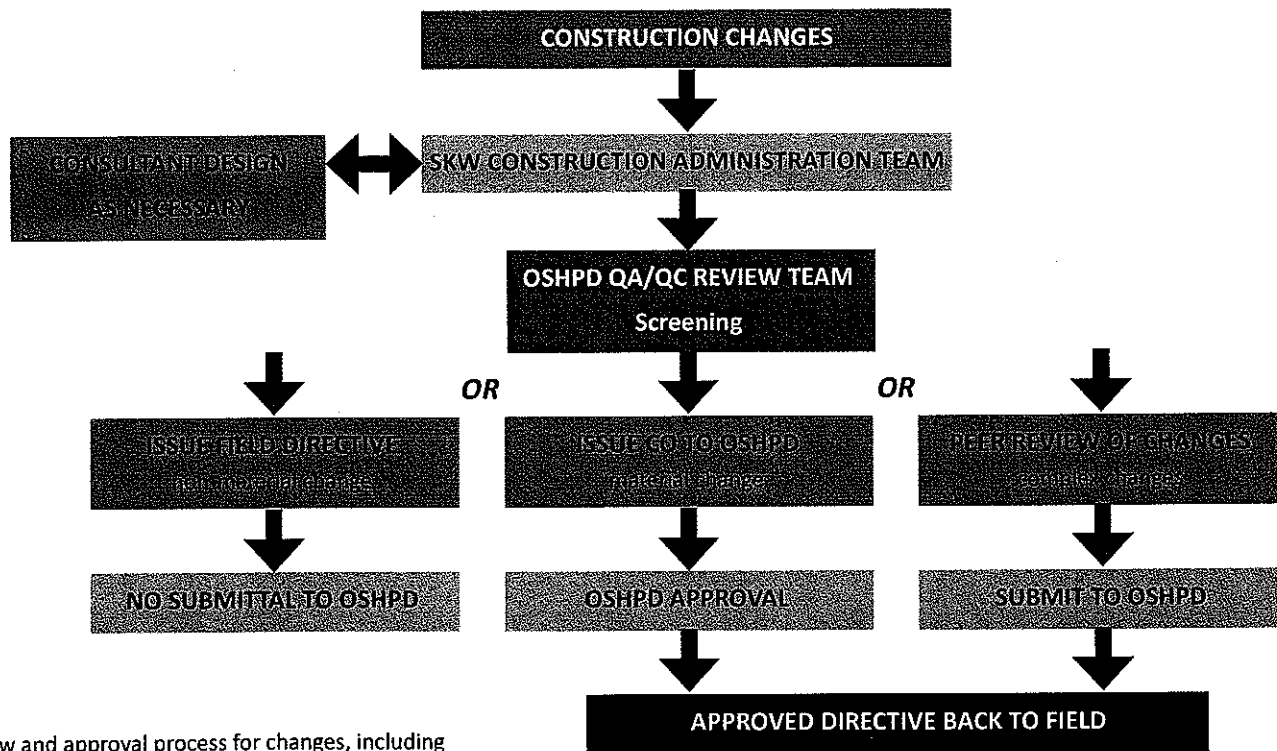
Deferred Approvals

Key project elements such as fire alarm and fire sprinkler systems are often processed through OSHPD as deferred approval (DA) items. A recent OSHPD memo has noted that as a result of the furloughing of State employees, OSHPD review of Deferred Approvals are scheduled to take 100 days for the first review, and 50 days for each subsequent back check. The construction schedule can be seriously impacted by any delays in approval of Deferred Approval items.

SKW's OSHPD QA/QC Peer Review Team includes the services of Fire/Life Safety specialists Mike Novotny and Matt Stockton who have previously worked at OSHPD, and specifically performed the review of fire alarm and fire sprinkler systems for code compliance. SKW can offer the opportunity to review the plans and shop drawings of these complex systems prior to OSHPD submission, anticipate potential OSHPD comments and recommend changes to the design team prior to submission to OSHPD. This process will allow the documents a much greater chance of being approved on the first submission, and potentially save months of construction delays.

Information Bulletins and Change Orders

The OSHPD review process for Instruction Bulletins and Change Orders takes 30 days for review and 30 days for each subsequent back check. Construction delays due to a lengthy approval process can be extremely expensive.



Review and approval process for changes, including reviews by our OSHPD QA/QC Review Team. This team will determine the quickest form of approval, as well as assist with review of complex material changes.

APPROACH

The OSHPD QA/QC Peer Review Team will screen all information bulletins and change orders, to categorize them into one of the following three groups:

1. Changes that do not constitute a "Material Change," and therefore do not need OSHPD review at all (In accordance with OSHPD Code Application Notice 1-7-153(a))
 - Construction may proceed with an Architect's Field Directive.
2. Changes that do constitute a "Material Change," but are simple, and do not need review from the OSHPD Management Group.
 - Determine quickest form of approval (Field Review, Office Review, OTC)
 - Documents are immediately submitted to OSHPD for review
 - Construction may proceed after OSHPD review and approval (30 days)
3. Changes that are complex, and need to be reviewed by one or more disciplines of the OSHPD QA/QC Peer Review Team.
 - Determine quickest form of approval (Field Review, Office Review, OTC)
 - Documents are reviewed in detail by the OSHPD Management Group
 - Corrections are made to the documents if necessary
 - Documents are submitted to OSHPD for review
 - Construction may proceed after OSHPD review and approval (30 days)

The SKW OSHPD QA/QC Peer Review Team will have a significant impact in keeping the project on schedule and on budget, which benefits all parties involved.

APPROACH

SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE

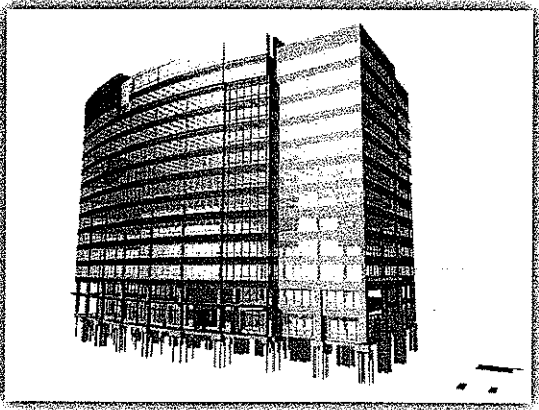
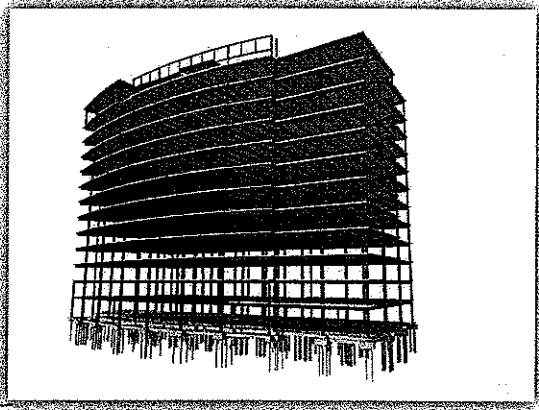
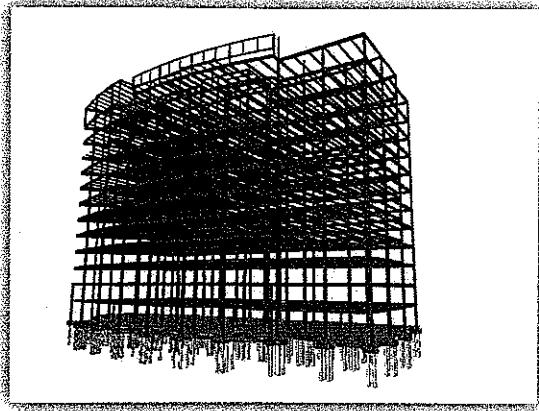
Building Information Modeling (BIM)

SKW is experienced in the latest software applications for building design. We utilize Building Information Modeling (BIM) systems from the early conceptual stages of the project through to project completion.

We are experienced with using BIM in the following capacities:

- 3D renderings and building modeling
- Clash detection
- Coordination of multiple design disciplines
- Organization of time and space
- Management of building information—equipment, materials and systems

In addition, we have an advantage of already having familiarity with your project. Turner commissioned SKW to assemble an electronic 3D clash detection model for Northern Inyo Hospital. A tool we will continue to offer as a benefit to the construction coordination, as requested by Turner.



EXPERIENCE

Healthcare Facilities Experience

Acute Care Facilities
Administrative Facilities
Admitting Departments
Dental Clinics
Diagnostic Facilities
Dietary
Dining
Emergency Departments
Exam Rooms
Facility Master Planning and Programming
Helppads and Helistops
Hospital Additions and Expansions
Hospital Remodels and Renovations
Imaging Facilities
Inpatient Facilities
Intensive Care Units
Kitchens
Labor and Delivery Departments
Laboratories
Medical Clinics
Medical Office Buildings
Neonatal Facilities
Nurse Stations
Operating Rooms
Outpatient Facilities
Patient Rooms
Physician's Offices/Suites
Pharmacies
Radiology Facilities
Surgical Suites
Veterinary Clinics

PROJECT CAPABILITIES

SKW specializes in the design and construction of complex healing environments. Our portfolio includes healthcare projects throughout California that range in size from 1,000 to 265,000 square feet. Our Healthcare Design Studio features 19 design, planning and technical professionals, whose average level of architectural background within the studio team is 20 years of experience. Equally as diverse is the list of clients we serve and the types of facilities in which we have experience:

Catholic Healthcare West

Mercy Folsom Hospital
Mercy General Hospital
Mercy San Juan Hospital
Methodist Hospital
Various Medical Office Buildings

Fremont-Rideout Health Group

Rideout Memorial Hospital

Kaiser Permanente

Point West Medical Office Building
Rancho Cordova Medical Center
Roseville Medical Center
Sacramento (Morse Avenue) Medical Center
South Sacramento Medical Center
Valley Point Office Building

Mathiesen Memorial Health Primary Care Clinic

Plumas District Hospital

Ronald McDonald House Charities®

Sierra Nevada Memorial Hospital

Sutter Health

Sutter Solano Medical Center

University of California, Davis Medical Center

EXPERIENCE



Ken Kitada

Construction Administrator

Ken has worked for Stafford King Wiese Architects for over 25 years, all of which have been served effectively and skillfully in the Construction Administrator role.

Ken's extensive work history adds to his depth of insight and understanding of construction administration. He understands the uniqueness that comes with each project and can mitigate potential problems bringing your project to a successful completion.

Because Ken believes communication is key to completing a successful project, he practices clear communication techniques with project team members and clients. With these skills he brings about an effective and quality project delivery for you.

Ken is currently working with Turner Construction at the University of California, Davis Medical Center.



Pat Derickson, AIA, NCARB

Principal-in-Charge

Pat possesses over 25 years of experience in the field of architecture, of which 20 years has been focused on healthcare projects. In 2007, Pat accepted the position of President of SKW. He maintains his role as Director of Healthcare Design and gives his continued personal commitment to clients that they will always receive the highest level of quality service.

Pat's project experience includes many highly technical healthcare projects, giving Pat a depth of knowledge and expertise in the planning and design of healthcare facilities. Pat has developed and maintains a thorough and comprehensive understanding of current design and construction practices for healthcare projects.

Pat is currently working with Turner Construction at the University of California, Davis Medical Center. He has also worked with Turner at various school project sites.



William Finney, AIA, NCARB

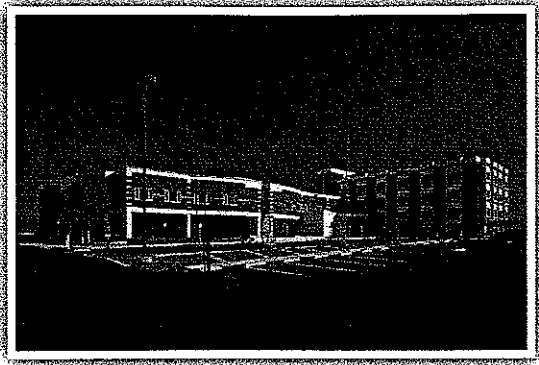
Project Manager

William Finney possesses more than 30 years of technical experience in the implementation of design concepts, project documentation and construction administration.

His project management style promotes collaboration, responsiveness, accountability and a high expectation for exceptional quality. Bill thoroughly understands the complexities and requirements for jurisdiction approvals and entitlements which allows him to successfully manage activities associated with keeping projects on schedule and budget while meeting the client's needs.

William has worked with Arlen Arnold and Turner on the Caltrans District 3 Headquarters building in Marysville, California.

REFERENCES



Catholic Healthcare West

METHODIST HOSPITAL OF SACRAMENTO

Mr. Philippe Taquin
Director
7500 Hospital Drive
Sacramento, CA 95823
(916) 423-6019

Reference for: Ken Kitada, Pat Derickson and William Finney

This reference represents numerous completed construction projects with the Senior Management Team proposed for your project. Key elements of reference include:

- Communication with the owner
- Owner satisfaction with project results
- Success with OSHPD approvals
- Construction phase expertise and contribution



Fremont-Rideout Health Group

RIDEOUT HOSPITAL

Mr. Tony Moddesette
Vice President, Facilities and Projects
989 Plumas Street
Yuba City, CA 95991
(530) 751-4247

Reference for: Pat Derickson and William Finney

This reference represents a current, large-scale project to demonstrate capacity, expertise and owner satisfaction. The project is nearing completion of construction documents, and has utilized OSHPD's incremental review process.

**Partial Replacement and Renovation
Northern Inyo Hospital
Construction Administration Services
Estimated Architectural Staffing and Fee Projection Schedule
(Does not include estimated project expenses)**

**STAFFORD KING WIESE
ARCHITECTS**

Construction Activity	Duration	William Finney	Ken Knaba	William Zellmer	Paul Beam	Shelly Scott	Estimated Monthly Fees	Total
Hospital								
Preconstruction Project Setup	.75 months	80	60	20	40	40		
		\$16,000	\$9,000	\$3,000	\$4,800	\$3,600	\$36,400	\$36,400
Foundations/Slabs on Grade	5 months	30	200	30	75	50		
		\$6,000	\$30,000	\$4,500	\$9,000	\$4,500	\$9,900	\$54,000
Steel Framing and Decking	5 months	30	300	40	100	50		
		\$6,000	\$45,000	\$6,000	\$12,000	\$4,500	\$13,500	\$73,500
Exterior Framing/Interior Roughin and Finishes	12 months	72	1600	120	650	500		
		\$14,400	\$240,000	\$18,000	\$78,000	\$45,000	\$31,450	\$395,400
Close Out	3 months	40	360	30	200	200		
		\$8,000	\$54,000	\$4,500	\$24,000	\$18,000	\$35,317	\$108,500
Hospital Totals	25 months	252	2520	240	1065	840		
Fees		\$50,400	\$378,000	\$36,000	\$127,800	\$75,600		\$667,800
Staff Utilization		5.8%	58.3%	5.5%	24.6%	19.4%		
Central Plant								
Footing/Slab on Grade	4 months	8	60	8	20	20		
Walls/Roof Deck		\$1,600	\$9,000	\$1,200	\$2,400	\$1,800	\$3,305	\$16,000
Equipment	4 months	8	85	10	30	20		
		\$1,600	\$12,750	\$1,500	\$3,600	\$1,800	\$4,937	\$21,250
Existing Central Plant	5 months	8	100	10	50	20		
		\$1,600	\$15,000	\$1,500	\$6,000	\$1,800	\$4,880	\$25,900
Commissioning	4 months	8	50	0	20	20		
		\$1,600	\$7,500	\$0	\$2,400	\$1,800	\$3,325	\$13,300
Central Plant Totals	17 months	32	295	28	120	80		
Fees		\$6,400	\$44,250	\$4,200	\$14,400	\$7,200		\$76,450
Staff Utilization		1.1%	10.0%	1.0%	4.1%	2.7%		
Fee Totals								
Construction Administration		284	2815	268	1185	920		
Fees		\$56,800	\$422,250	\$40,200	\$142,200	\$82,800		\$744,250
Staff Utilization		6.6%	65.1%	6.2%	27.4%	21.3%		

Notes:

- 1) Estimated durations based on TCI's Phase II - Revision #007 Schedule, Dated June 24, 2009.
- 2) Staff hours are based on document quality meeting professional standards of care for hospital projects, and the shop drawing/submittal process being 80% complete.
- 3) Redesign services for owner program changes or incomplete design concepts in the permitted documents will be provided on an hourly basis.
- 4) Updates to the existing BIM, requested by TCI during the construction process, will be provided on an hourly basis.
- 5) Professional services fees above do not include reimbursable expenses. See estimated project expenses as follows.

**Partial Replacement and Renovation
Northern Inyo Hospital
Construction Administration Services
Estimated Project Expenses
(Does not include Architectural Fees)**

**STAFFORD KING WIESE
ARCHITECTS**

Travel Expenses for Site Visits as Requested by TCI

Expenses per Site Visit (Based on two working days on site)

Travel Time	12 hours	(150)							\$1,800
Mileage	540 miles	(0.055)							\$297
Hotel	\$140/night	(3)							\$420
Food	\$50/day	(4)							\$200
Travel Expenses Total Per Visit									\$2,717

Estimated Architectural Site Visits During Construction

Hospital									
Foundations/Slab on Grade	2 visits	\$2717/visit							\$5,434
Steel Framing and Decking	6 visits	\$2717/visit							\$16,302
Exterior Framing/Interior	24 visits	\$2717/visit							\$65,208
Roughin and Finishes									
Close Out	2 visits	\$2717/visit							\$5,434
Hospital Total	34 visits								\$92,378
Central Plant									
Footing/Slab on Grade	1 visit	\$2717/visit							\$2,717
Wall/Roof Deck	1 visit	\$2717/visit							\$2,717
Equipment	1 visit	\$2717/visit							\$2,717
Central Plant Total	3 visits								\$8,151
Site Visit Expenses Total	37 visits								\$100,529

Estimated Reimbursable Expenses

The estimated project reimbursable expenses for items listed in the attached schedule is an allowance based on 10% of the Architectural Fee **\$70,000**

Total Estimated Project Costs

Architectural Fees									\$744,250
Site Visit Expenses									\$100,529
Reimbursable Expenses									\$70,000
Total Estimated Project Costs									\$914,779

Note:

1) Expenses for site visits are for one staff member per visit.



**NORTHERN INYO HOSPITAL
Partial Replacement and Renovation
SKW Project # M4167.00**

STAFFORD KING WIESE ARCHITECTS

ARCHITECTURE
PLANNING
INTERIORS

All project related expenses shall be reimbursable. See chart below for list.

REIMBURSABLES
U.S. Postal Service
Overnight/same day delivery
Shipping (UPS, FedEx, etc.)
Messenger Service
Mileage
Meals
Lodging
Selected Reproduction:
Check Plots
Architect/consultant coordination
Owner Approvals
Agency approvals
Bid documents
Reports
CA documents
Phone Calls/Fax
Xerox copies
Models
Professional photography
Presentation quality computer graphics and/or animations
Consultants not part of Basic Services



ARCHITECTURE

PLANNING

INTERIORS

NORTHERN INYO HOSPITAL
Partial Replacement and Renovation
SKW Project # M4167.00

STAFFORD KING WIESE ARCHITECTS
SCHEDULE of HOURLY BILLING RATES – 2009

PRINCIPALS: \$240.00

Principal for this project shall be: *Pat Derickson, AIA*

ARCHITECTURAL - HOURLY BILLING RATES FOR:

Senior Project Manager	\$200.00
Project Manager	\$190.00
Senior Project Architect	\$170.00
Senior Planner	\$160.00
Senior Interior Designer	\$160.00
Planner / Architectural Programmer	\$150.00
Senior Construction Administrator	\$150.00
Project Architect	\$150.00
IT / Media Specialist	\$140.00
Construction Administrator	\$135.00
Job Captain	\$120.00
Senior Drafter	\$120.00
Specifications Specialist	\$110.00
Intermediate Drafter	\$95.00
Interior Designer	\$90.00
CA Specialist	\$90.00
Junior Drafter	\$75.00
Administrative Support	\$75.00
Intern	\$50.00

STRUCTURAL - HOURLY BILLING RATES FOR:

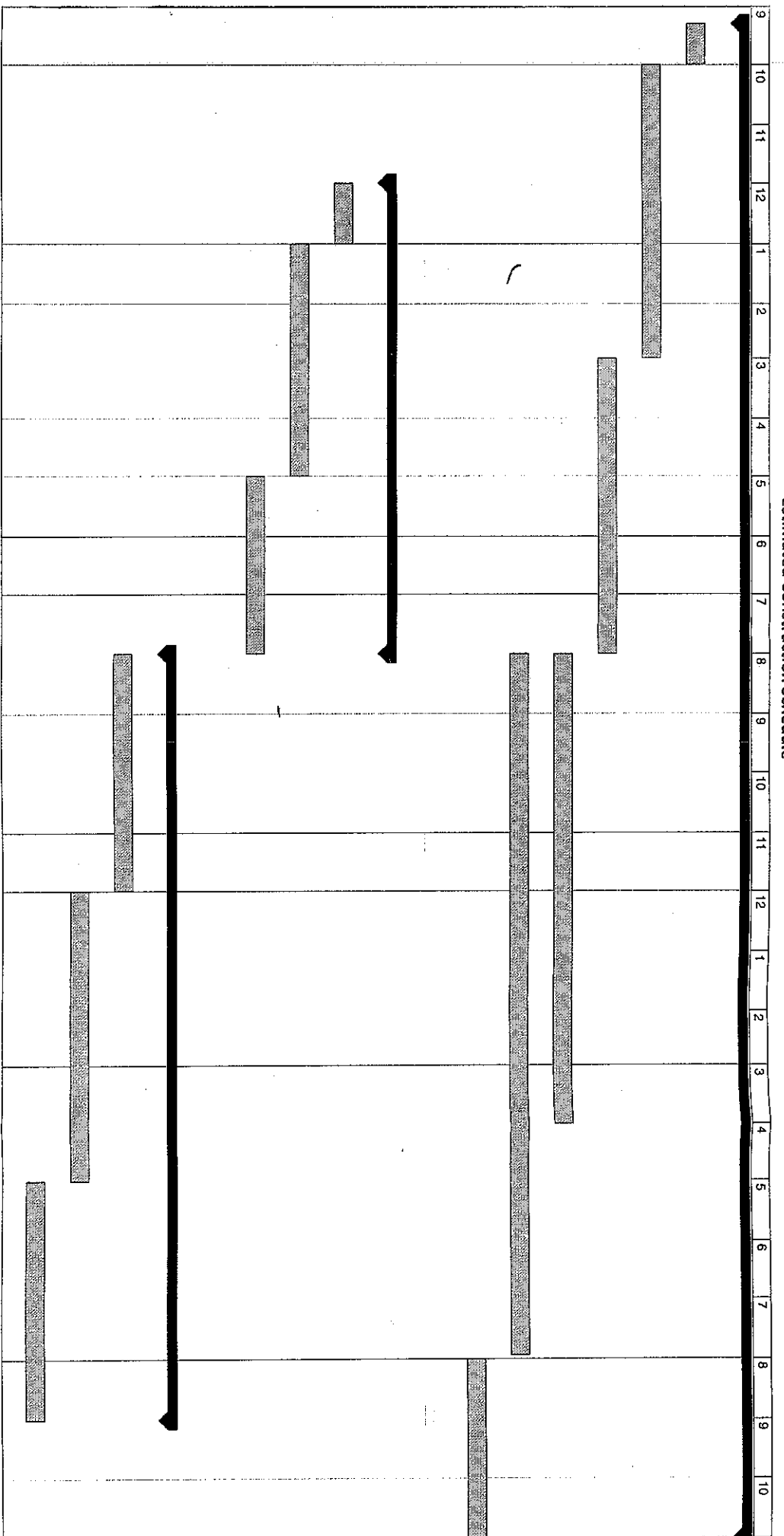
Director – Structural Engineer	\$220.00
Structural Project Manager	\$135.00
Structural Project Engineer	\$110.00
Structural Drafter	\$95.00

CONSULTANTS @ 1.10

REIMBURSABLES @ 1.00 / 1.10 / 1.15

MILEAGE @ Current IRS Rate

Partial Replacement and Renovation
Northern Inyo Hospital
Estimated Construction Schedule



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8/20/2009	Project: Northern Inyo Hospital, Phase II								
Construction Administration Services	SKW Architects Pat Derickson 916-930-5900			RBB Architects Kevin Boots 310-473-3555			Lionakis		
	PROPOSAL RATES	ESTIMATED HOURS	TOTAL	PROPOSAL RATES	ESTIMATED HOURS	TOTAL	PROPOSAL RATES	ESTIMATED HOURS	TOTAL
ARCHITECTURAL RATES:									
PRINCIPAL ARCHITECT	\$ 240.00	0	\$ -	\$ 240.00	140	\$ 33,575	\$ 190.00	38	\$ 7,220.00
SENIOR PROJECT MANAGER	\$ 200.00	248	\$ 49,600	\$ 220.00					
PROJECT MANAGER				\$ 200.00	560	\$ 111,917			
SENIOR CONSTRUCTION MANAGER				\$ 200.00					
PROJECT DIRECTOR							\$ 180.00	319	\$ 57,330.00
PROJECT MANAGER	\$ 190.00	0	\$ -						
SENIOR PROJECT ARCHITECT	\$ 170.00	0	\$ -						
SENIOR PROJECT DESIGNER				\$ 220.00					
SENIOR PLANNER	\$ 160.00	0	\$ -						
PLANNER				\$ 170.00					
SENIOR INTERIOR DESIGNER	\$ 160.00	0	\$ -	\$ 160.00					
DESIGNER				\$ 150.00					
PLANNER / ARCH. PROGRAMMER	\$ 150.00	0	\$ -	\$ 220.00					
SENIOR CONSTRUCTION ADMINISTRATOR	\$ 150.00	2,815	\$ 422,250	\$ 200.00					
PROJECT ARCHITECT	\$ 150.00	268	\$ 40,200	\$ 175.00			\$ 125.00	2,920	\$ 365,000.00
IT / MEDIA SPECIALISTS	\$ 140.00	0	\$ -						
CONSTRUCTION ADMINISTRATOR	\$ 135.00	0	\$ -	\$ 175.00	2798	\$ 489,637			
JOB CAPTAIN	\$ 120.00	1,185	\$ 142,200	\$ 150.00					
SENIOR DRAFTER	\$ 120.00	0	\$ -	\$ 130.00					
SPECIFICATIONS SPECIALIST	\$ 110.00	0	\$ -						
INTERMEDIATE DRAFTER	\$ 95.00	0	\$ -	\$ 115.00	70	\$ 8,044			
INTERIOR DESIGNER	\$ 90.00	0	\$ -	\$ 115.00					
CA SPECIALIST	\$ 90.00	920	\$ 82,800						
JUNIOR DRAFTER	\$ 75.00	0	\$ -	\$ 100.00					
ADMINISTRATIVE SUPPORT	\$ 75.00	0	\$ -	\$ 80.00	70	\$ 5,596	\$ 100.00	935	\$ 93,500.00
INTERN	\$ 50.00	0	\$ -						
3-D CAD MODELER				\$ 120.00					
CONSTRUCTION COORDINATOR				\$ 100.00	839	\$ 83,938			
Peer Review of Permit Drawings	Included with above hours						Not Given is included or not		
Architectural	In house, no consultants for peer review.			RBB Arch. Portion			\$ 61,000		
Structural				Consultants for			\$ 24,000		
Mechanical				MEP peer review			\$ 20,000		
Electrical							\$ 20,000		
TOTAL ARCHITECTURAL		5,436	737,050		4,477	857,707		4,212	523,050
Estimated Travel and Reimbursable:									
Travel Time	12	150.00	\$ 1,800	15	213.00	\$3,200	8	125.00	\$1,000
Mileage	540	0.550	\$ 297	408	0.35	\$143	560	0.55	\$308
Hotel	2	140.00	\$ 280	2	188.00	\$376	2	125.00	\$250
Food	3	50.00	\$ 150	3	165.00	\$495	3	50.00	\$150
Total Travel Expenses Per Visit (2 day visit)			\$ 2,527			\$4,214			\$1,708
Notes:									
Estimated Number of Trips Based on the current project schedule:									
	No. of Visits	Cost / Visit	Total per Project	No. of Visits	Cost / Visit	Total per Project	No. of Visits	Cost / Visit	Total per Project
Steel Framing and Decking phase	3	2,527	\$ 7,581.00	8	4214	\$33,712	27	1576	\$42,552
Exterior Framing / Interior Framing	7	2,527	\$ 17,689.00	52	4214	\$219,128	27	1576	\$42,552
Roughin and Finishes	25	2,527	\$ 63,175.00	32	4214	\$134,848	27	1576	\$42,552
Close Out / Punch List	2	2,527	\$ 5,054.00	8	4214	\$33,712	15	1576	\$23,640
Total No. of Visits	37	2,527	\$ 93,499.00	100	4214	\$421,400	96	1576	\$151,296
TOTAL ESTIMATED SERVICES			\$ 830,549			\$ 1,279,107			\$ 674,346
Excludes sub consultants, Mech, Elec, Plumb, Civil, Etc.									

NOTE: ESTIMATED TOTALS VERY SLIGHTLY FROM PROPOSALS IN ORDER TO GET AN APPLES TO APPLES COMPARISON

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John Halfen

From: Sherry, Kathy - (SAC) [ksherry@tcco.com]
Sent: Thursday, August 20, 2009 9:53 AM
To: John Halfen
Cc: Arnold, Arlen - (SAC)
Subject: Special Board Meeting Preparation

John,

Attached please find the updated spreadsheet for the Board Meeting as requested. Note there are 2 tabs, 1) subs with negotiated values to date, 2) subs to be rebid.

In Summary:
Confirmed Savings: \$1,334,896
VE, (Potential additional Savings): \$462,005
Total To Date*: \$1,796,901

Potential Rebid Savings: \$653,208
(8% of current contract**)

TOTAL POTENTIAL SAVINGS: \$2,450,109

* we are still negotiating with a couple of subcontractors so this is not a final

** projected based on the 8% average obtained through negotiation thus far

Other Items for Board Meeting:

We previously discussed obtaining a partial approval (approx \$200K) for the Addendum 5 change if we received the permit prior to the 9/16 Board Meeting. However in light of the substantial credits coming back I don't know how you want to handle. Please let me know.

Thanks,

Kathy Sherry
Project Manager

Turner Construction
Northern Inyo Hospital jobsite
150 Pioneer Lane
Bishop, CA 93514

Ph: 760-873-7214
cell: 916-208-0573

8/24/2009

Company Name	Subcontract \$	No of Bids	Percent to Next Bidder	Credit Amt. Achieved	Additional V.E. Amt.	Total Amt.	Percent Contract
Galletti & Sons, Inc. - Concrete 55 Howe Road Martinez, CA 94553	\$4,598,448	11	13%	\$430,000	\$0	\$430,000	9%
Rex Moore Electrical Contractors & Engineers 6001 Outfall Circle Sac, CA 95828	\$4,538,769	3	8%	\$455,800	\$358,821	\$814,621	18%
RHP Mechanical Systems dba of Ray Heating Products, Inc. 1008 E. 4th St. Reno, NV 89512	\$6,377,053	4	15%	\$109,000		\$109,000	2%
K & Z Cabinet Company, Inc. - Millwork 1450 S. Grove Avenue Ontario, CA 91761	\$438,700	11	18%	\$21,500		\$21,500	5%
Roy E. Whitehead, Inc. - Glass and Glazing 2245 Via Cerro Riverside, CA 92509	\$716,975	3	28%		\$87,829	\$87,829	12%
Insulpro Projects, Inc. - Insulation 1008 E. 4th St. Reno, NV 89512	\$162,470	3	14%	\$18,852	\$0	\$18,852	12%
Transbay Fire Protection, Inc. 2182 Rheem Drive Pleasanton, CA 94588	\$531,670	5	3%	\$79,500	\$0	\$79,500	15%
Westco Iron Works, Inc. 437 Queens Lane San Jose, CA 95112	\$753,900	3	11%	\$113,085	\$0	\$113,085	15%
The Beebe Corporation- Earthwork/Utilities 6101 Sky Creek Drive Sacramento, CA 95828	\$1,447,868	6	18%	\$30,500	\$0	\$30,500	2%
Premier Tile & Marble -tile 798 Monterey Pass Road Monterey Park, CA 91754	\$317,593	5	6%	\$47,638	\$0	\$47,638	15%
Truhls Concrete, Inc. 2342 Sunrise Drive Bishop, CA 93514	\$407,500	2	18%				
Strocal, Inc. 2324 Navy Drive Stockton, CA 95206	\$2,575,000	5	10%				
Unistrut International Corporation 1331 T Street Sacramento, CA 95814	\$173,520	1					
Vertical Solutions, Inc. (formerly PSI) Elevator fire doors 7428 Redwood Blvd, Suite 101 Novato, CA 94945	\$83,200	1		\$0	\$0	\$0	
Air Link International -Pneumatic Tube 1189-A North Grove Street Anaheim, CA 92806	\$205,680	2		\$20,000	\$0	\$20,000	10%
Cell-Crete Corporation - Spray-On Fireproofing 3437 Procyon Street Las Vegas, NV 89102	\$157,564	6	10%	\$9,021	\$15,355	\$24,376	15%
	\$23,485,910			\$1,334,896	\$462,005	\$1,796,901	8%

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People you know,
caring for people you love

**NORTHERN
INYO HOSPITAL**
Northern Inyo County Local Hospital District

150 Pioneer Lane
Bishop, California 93514
(760) 873-5811 voice
(760) 872-2768 fax

Board of Directors

- ◆ Peter J. Watercott
President
- ◆ John Ungersma,
M.D.
Vice President
- ◆ Michael Phillips,
M.D.
Treasurer
- ◆ M.C. Hubbard,
Secretary
- ◆ D. Scott Clark,
M.D.
Director

Mission

To provide quality healthcare by maintaining an environment that is positive and caring for the patients, staff and community we serve, in a financially responsible manner.

Web Site
www.nih.org

7-30-2009

Tom Sigler
104 Sunland Reservation Road
Bishop, CA 93514

Dear Sir,

The Northern Inyo County Local Hospital District Board (the hospital) has affirmed me as its negotiator for the possible acquisition of your property known as Bishop Arbors. While the Board has sanctioned this negotiation they must approve any purchase agreement.

The hospital is considering the acquisition of the all of the Assets on the property in exchange for the following:

1. A cash payment of 500,000 at closing.
2. 100,000 annual cash payments for six years, instrument secured by a letter of credit from a local bank.
3. 7.5% of monthly rental income, collected or imputed, thru 12-31-2015 with a guaranteed minimum of 5,000/month after 12/31/2012.
4. 10% of the net increase in appraised value (less the cost of improvements) on 12-31-2015. The later appraisal to use same definitions and methodology as the 2009 report.

If this offer is acceptable I will have our counsel, Mr. Douglass Buchanan draw up the purchase agreement. We would be willing to close on this property in October subject to adequate due diligence.

Sincerely,

John Hallen
Administrator

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**NORTHERN
INYO HOSPITAL**
Northern Inyo County Local Hospital District

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Bishop, California 93514
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Director

Mission

To provide quality healthcare by maintaining an environment that is positive and caring for the patients, staff and community we serve, in a financially responsible manner.

Web Site
www.nih.org

7-2-2009

Mr. Gary Boyd
Mammoth Hospital
P.O. Box 660
Mammoth Lakes, CA 93546

Gary,

I would like you to consider having NIH process your laundry. We can do this for \$1.49 per pound for dry, finished, folded, boxed or crated, or palletted product. We would freeze this price for 24 months and if desired, for a longer-term commitment we would limit annual increases to the COLA your employees get.

This price excludes transportation, which we would consider but thought you might have your own solution for that.

We can start with 30 days notice. Any agreement would be subject to the approval of the NICLHD Board.

This offer will be good until the end of the year.

Please advise at your convenience.

Sincerely,

John Halfen
Administrator, Northern Inyo Hospital
(760) 873-2838

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caring for people you love

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- ◆ John Ungersma,
M.D.
Vice President
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M.D.
Treasurer
- ◆ M.C. Hubbard,
Secretary
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M.D.
Director

Mission

To provide quality healthcare by maintaining an environment that is positive and caring for the patients, staff and community we serve, in a financially responsible manner.

Web Site
www.nih.org

8/24/2009

Mr. Gary Boyd
Mammoth Hospital
P.O. Box 660
Mammoth Lakes, CA 93546

Dear Gary,

Northern Inyo County Local Hospital District is pleased to make to following offer to purchase all of the assets and structures located at 2957 Birch Street, Bishop, California. This offer would be:

1. \$880,000.00, cash, as is.
2. Subject to NIH Board approval (earliest 9/16/2009).
3. Each party would endure the usual split of closing costs.
4. Subject to a supporting appraisal.
5. 60 day close.
6. Subject to clean title policy.

If we wish to pursue this transaction at the September Board meeting, I would ask for an acceptance letter by 9/9/8/2009.

This offer is good until 12/31/2009.

Sincerely,

John Halfen
Administrator
Northern Inyo Hospital

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*Vincent G. Ciotti
21 Centaurus Ranch Road
Santa Fe, NM 87507
Voice: 505/466-4958
E-Mail: vciotti@hispros.com*

July 31, 2009

Adam Taylor, IT Director
Northern Inyo Hospital
110 North Poplar Street
Oxford, Ohio 45056

Dear Adam,

Thank you very much for the opportunity to propose our firm's services to select and negotiate a new the Hospital Information Systems (HIS) for Northern Inyo Hospital (NIH). This engagement letter documents our understanding of the scope of the project and the nature of the services we would provide:

A. Project Objectives and Scope

- NIH has been using QuadraMed's "Affinity" system for its core HIS applications for many years, and the core financial applications in Access, HIM and Revenue Cycle are performing adequately.
- However, the Affinity clinical applications have been sunset by QuadraMed in favor of the new QuadraMed Computerized Patient Record (QCPR) product that they recently acquired from Misys.
- As a 25-bed hospital, NIH is concerned that the new QCPR product is not only costly in terms of license and implementation fees to QuadraMed, but might also be too costly in terms of ongoing support and staffing from the IT and nursing departments.
- Rather than being forced to install QCPR, NIH is considering searching the HIS market for a competitive replacement system to learn more about its alternatives before making such a large decision.
- NIH observed several new systems that might be more affordable and modern than QCPR, such as McKesson's Paragon, IntraNexus' Sapphire and Healthland, but each has their own pros and cons in turn.

- Our firm recently assessed the IT situation at NIH, and recommended it embark on a search for new HIS that is integrated, to minimize IT staffing requirements, after sufficient capital funds were available from the new building project.
- The recent ARRA stimulus funding might provide stimulus funds if a new HIS allowed "meaningful use" of an EMR and CPOE, at the same time threatening *reduced* Medicare funding if such a system were not in place within the next several years.
- Accordingly, our firm is proposing to assist NIH in searching the market for a new HIS that is integrated and meets the "meaningful use" criteria being finalized by the HITECH committee in Washington.

B. Approach - We propose to approach this project in two distinct phases:

PHASE I: SYSTEM SELECTION - we would then follow our exclusive "Fast-Track" process to select a HIS that is integrated and meets the needed EMR/CPOE functionality. The major steps in this phase would be:

1. A kickoff meeting would first be held at NIH with a selection committee comprised of key department heads, including: Nursing, Lab, Pharmacy, OR, ED and Radiology, Access, HIM, Revenue Cycle, finance, as well as IT staff. At this meeting, we would explain our selection process & time line, and present an overview of the HIS industry which includes the strengths and weaknesses of the leading HIS vendors appropriate for NIH's size and complexity. Some of the potential vendors besides QuadraMed's QCPR include:

- McKesson's "Paragon"
- Meditech's "Client/Server"
- IntraNexus' "Sapphire"
- Healthland (formerly Dairyland)
- Keane's "Optimum"
- Siemen's "MedSries IV"

2. We would next issue a Request For Information (RFI) to these vendors requesting:

- Client lists of comparably-sized client hospitals *preferably in California to insure West-coast support and regulatory compliance.*

- Applications available in their HIS product line to include *all* required for ARRA funds: EMR, CPOE, RX, Nursing, etc.
 - Company background: number of employees, install base by bed size, *local* area office staffing & recent financial reports.
 - Costs for hardware, software, implementation and maintenance, one-time and ongoing, in order to calculate total cost of ownership.
3. Based on RFI results, demos by selected vendors would next be scheduled *in Bishop* (to avoid travel costs at this early stage) with 2-3 days per vendor and 1-3 hours per application, minimizing the impact on busy hospital departments and clinicians.
 4. Detailed demo checklists developed by our firm will enable NIH users to *quantify* the capabilities of each vendor's product through observable demo criteria, not just their marketing and presentation prowess.
 5. "Top 10" lists of critical features will be defined by NIH's user departments based on samples we will provide from other hospitals, "product sheets" solicited from vendors & by observing the on-site vendor demonstrations.
 6. After the demos are scored, we would then conduct a meeting at NIH to narrow the field to 3 semi-finalist vendors, based on demo checklist results, the vendors' RFI responses, and the selection committee's vote.
 7. Peer-to-peer telephone reference checking will next be made by committee members: nurse to nurse, med tech to med tech, etc. Calls will be made to ≈50-bed, financial system interfaces, and CA-area hospitals, again using structured checklists scored into our spreadsheet templates.
 8. Concurrently, user documentation (generally provided on CD-ROMs today) from each semi-finalist vendor will be reviewed by committee members, so they can see how the systems work in actual operation, not how glowingly it is described in marketing proposals. Detailed checklists will structure these documentation reviews and enable scoring.
 9. Concurrent with the phone references and documentation reviews, a Request For Price Quotation (RPQ) will next be issued, soliciting *detailed* costs (over 10 pages per vendor) and our 70-point contract questionnaire, which includes extensive questions on critical contract terms such as system response times, payment terms, and remedies/warranties.

10. A meeting will then be held to narrow the field to 2 finalist vendors, based on the scored checklists and spreadsheets of the vendors' RPQ responses. Committee members will engage in a roundtable discussion of the results of their reference checking and a formal vote taken.
11. Site visits to local hospital users to verify support will then be scored via detailed checklists, and the results tabulated into our spreadsheet for scoring. These site visits would *not* be chaperoned by vendors, but rather allow department heads private interviews with their counterparts to see the systems in actual operation and hear of real-world problems.
12. Detailed spreadsheets will document the comparative results of the RPQ contract questionnaire and detailed vendor costs for each application, including hardware, software & implementation, both one-time and ongoing, with a cumulative "total cost of ownership" over 5 and 10 years.
13. Vendor *hidden* costs will be carefully flushed out as well, such as travel costs, network upgrades, PC upgrades, tuition fees, hardware "install" charges, file conversion costs, etc. *We will drill down deeply into interface costs, including both sides (from standalone and HIS vendors), etc.*
14. An implementation review will also be conducted at NIH wherein the two finalist vendors will be required to send their actual project manager who would be assigned to the site to present their approach, time line, days on site, etc. The amount of work *they* will perform, versus hospital staff, will be carefully analyzed due to the limited staff at a 25-bed hospital.
15. A physicians' fair would finally be conducted at NIH whereby one-on-one demos by the 2 finalist vendors for interested NIH physicians, with a simple one-page checklist for them to indicate their preference for CPOE, to insure NIH meets the ARRA requirement of 10% of CPOE orders.
16. A final meeting of the committee would review all of the data obtained to date, so the committee can give executive management their final input on the two recommended finalist vendors before the next and most crucial stage: contract negotiations.

PHASE II: CONTRACT NEGOTIATIONS – This phase has become crucial for a successful implementation due to the extremely onerous clauses many vendors have in their contracts since the Enron debacle and resulting Sarbanes-Oxley legislation. After the finalist vendors have been determined, HIS Pros will assist NIH in negotiating a contract by:

- negotiating with *two* finalist vendors concurrently, rather than a single vendor of choice, to maintain competitive pressure and obtain maximum discounts and concessions.
- scoring vendor's contracts *in advance* during the RPQ via our 70-point contract questionnaire so this all-important document can be part of the selection of finalist vendors.
- identifying all issues in the vendors' boilerplate agreements, with special attention to those with *business* repercussions, such as payment terms, warranties, acceptance criteria, system response times, etc.
- documenting a detailed issues list of all the objectionable terms & conditions in a 10+ page "contract issues list," as well as items missing in their boilerplate agreements.
- conducting a preliminary meeting with vendor representatives to obtain "round one" concessions before subsequent, iterative meetings with NIH's management team in Bishop.
- negotiating maximum price concessions by using HIS Pros "clout" thanks to other selection projects we are engaged in around the country and our knowledge of past discounts and concessions,
- minimize risk to NIH by negotiating the optimum warranty and remedy clauses, in the event the system does not perform to the hospitals' expectations,
- suggest the "closing" concessions NIH management should insist on in Bishop before signing with whichever vendor they select,
- coordinating our negotiating efforts with NIH's Purchasing Director, IT department and legal counsel,
- assisting in the preparation of and, if requested, presentation of the final selection to NIH's Board and/or Finance Committee.

D. STAFFING

We propose to staff this project with two of our firm's most experienced consultants:

- Vince Ciotti - with over 40 years experience in the HIS industry would lead the project, conducting the on-site education sessions, leading the committee in periodic meetings, and providing advice and recommendations to senior management during the critical negotiations phase. Mr. Ciotti has performed over 100 system selections and contract negotiations, and would be responsible for the overall project.
- Barry Mathis - with 25 years in the HIS and IT industries, including four years as an IT auditor with CHAN (Catholic Health Audit Network), would provide assistance. Mr. Mathis has been the CIO at a 150-bed hospital in Tennessee during the selection of a new HIS, and served as Interim CTO at Ochsner Clinic, a 5-hospital IDN in New Orleans with over 1,000 total beds.

E. FEES

To reduce our fees during this engagement, we will instruct NIH in how to perform the data entry of score sheets for demos, phone calls, etc., into our proprietary spreadsheets, saving our time for more analytical tasks such as analyzing vendor price proposals and negotiating contracts. Based on the above description of each phase, our estimated time for this engagement is given in the following table:

NIH Time Estimate

<u>Task</u>	<u>Description</u>	<u>BM Days</u>	<u>VC Days</u>	<u>TOTAL</u>
Phase I: System Selection				
Kickoff Meeting	Prepare handout materials	0.5	1	1.5
	Kickoff meeting	1	1	2
RFI	Draft RFI & enclosures	1	0.5	1.5
	Finalize & issue RFI	1	0.5	1.5
Demos	Schedule demos	0.5		0.5
	Monitor vendors	0.5		0.5
Demo Checklists	Instruct in demo data entry		0.25	0.25
	Totals & QA		0.5	0.5
2nd Meeting	Tabulate RFI results	2.5	0.25	2.75
	Prepare handouts & materials		0.5	0.5
	Conduct 2nd Meeting	1	1	2
RPQ	Draft body & enclosures	1	0.5	1.5
	Finalize & issue	0.5	0.25	0.75
	Tabulate results	3	0.5	3.5
3rd Meeting	Instruct in phone/manuals data entry		0.5	0.5
	Totals & QA		0.5	0.5
	Prepare handouts & materials	0.25	0.5	0.75
	Conduct 3rd meeting	1	1	2
Site Visits, etc.	Schedule & letters	0.5	0.25	0.75
	Implement presentation & scoring	2.5	0.25	2.75
4th Meeting	Instruct in site visit data entry		0.25	0.25
	Totals & QA		0.5	0.5
	Prepare handouts & materials	0.25	0.5	0.75
	Conduct 4th meeting	1	1	2
Selection Sub-Total:		18	12	30
Phase II: Contract Negotiations				
Review Boilerplate	Create issues lists	2	0.5	2.5
First Negotiations	Met with finalist vendors	1	1	2
Review Modifications	Update issues lists	1	0.5	1.5
Second Negotiations	On-site meeting	1	0.25	1.25
Final Negotiations	Review	0.5	0.5	1
	Final comparison	<u>0.75</u>	<u>1</u>	<u>1.75</u>
Negotiation Sub-Total:		6.25	3.75	10

• Summary of Estimated Person-Days:

- Phase I: System Selection = 30 person-days
- Phase II: Contract Negotiations = 10 person-days

Total = 40 person-days

- Fees - Our firm's 2009 billing rate is \$350 per hour, *which we will discount by over 20% since NIH' CFO is a prior client*, to \$275 per hour, or \$2,200 per day. At this reduced rate, our fees for the engagement would be:

- Phase I System Selection:

Person Days = 30
X \$2,200 per day
Estimated Cost = \$66,000

- Phase II Contract Negotiation:

Person Days = 10
X \$2,200 per day
Estimated Cost = \$22,000

Total = \$88,000

In addition, we would bill for direct out of pocket travel expenses, such as air fare, lodging, meals, etc., which we would attempt to minimize by combining with trips to other West coast clients. From past experience, we estimate these out-of-pocket fees will be about \$10,000 in total for the four on-site meetings, but we cannot cap them due to potential travel industry disruptions.

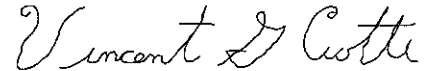
F. TIMING

Based on our current workload, we can accomplish the project within about 6 months of receiving approval to proceed. For example, if the project could be started in August, the entire selection and negotiation would be completed by December of 2009, *a very auspicious time for negotiating contracts with sales reps with year-end quotas*. Implementation

would then take about 12-18 months, so that NIH should be live in time for the anticipated ARRA reimbursement in 2011.

Thank you for the opportunity to propose our firm's HIS consulting services. We look forward to working with you and your staff on this important and exciting project.

Sincerely yours,



Vincent G. Ciotti
Principal

Proposal for Selection/Negotiation Dated July 31, 2008, approved for NIH:

Typed Name: _____

Title: _____

Date: _____

Signed: _____

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Northern Inyo Hospital

Technology Consulting Services Proposal

for

Voice/Data Communications

August 21, 2009



Background

Northern Inyo Hospital located in Inyo, California, is undergoing significant expansion via new construction activity. Today, an aging data/telecommunications infrastructure supports the Hospital and the estimated 300 phones currently in-place.

PlanNet Consulting is currently working with the Hospital's IT staff to determine the technology gaps in the building contractor's scope of work. Through these efforts, Northern Inyo Hospital has identified a need to replace its existing data network and PBX system and procure a new platform capable of supporting no fewer than 500 phones. It is in response to North Inyo Hospital's need to replace these systems that PlanNet proposes the following scope of work.

Scope of Work

PlanNet Consulting will provide a leadership role in enabling Northern Inyo Hospital to evaluate its current network readiness for implementing a new voice system platform (IP-PBX or hybrid/TDM) and in the selection of this new technology to meet the business and technical requirements of the organization. PlanNet's work is to be completed within approximately 18 months of commencement, beginning with a design and procurement phase lasting 6 months, followed by implementation oversight for up to 12 months. To that end, we will:

- Evaluate the current network environment for its ability to support mission critical IP-based voice applications. Based on our initial evaluation, about two-thirds of the access layer network will need to be replaced. Although we understand that Northern Inyo Hospital has utilized a Cisco network platform in the past, we anticipate evaluating other vendors' solutions as well in the RFP process.
- Confirm the physical infrastructure's ability to support mission critical IP-based voice applications. If the cabling is not suitable to support IP Telephony, PlanNet will help determine alternatives, such as the use of digital phones in those areas
- Evaluate the IT organization's ability to support a new IP or hybrid voice platform, as well as other converged network systems such as paging and physical security.
- Understand, prioritize and document technical and support requirements.
- Communicate those requirements to up to three pre-selected vendors via a formal Request for Proposal (RFP) document.
- Evaluate vendor RFP responses from a technical, functional, financial, and support perspective.
- Ensure vendor responses are normalized for "apples-to-apples" evaluations.
- Lead the vendor response evaluation and selection process.
- Prepare and present our recommendations.

Project Methodology

We envision a methodology in which we perform the major tasks of data gathering in parallel. As part of the data gathering process, we will also perform the network and staff evaluations. We will summarize our findings in a high level report. Our findings will consider the financial and technical ramifications of each alternative and will provide our recommendations.

Based on our meetings with Adam Taylor and other Northern Inyo Hospital staff, it appears that most of the key user voice requirements are already understood and there will not be a need for a lengthy requirements definition in this area. We will plan on an abbreviated requirements phase. Once the overall technical, staff, support and remediation requirements are agreed to, we will move to the procurement phase.

The procurement phase will consist of development of the RFP, establishing weighting criteria, identifying up to three potential bidders, hosting a bid conference with each potential bidder, answering questions during the bid process, normalizing the vendors' bids (so that an apples to apples comparison can be accomplished), recommending the appropriate vendor for Northern Inyo Hospital and assisting in contract negotiation.

Phase I – Project Initiation, Discovery and Information Gathering

- Internal Kick-Off Meeting – PlanNet will conduct an internal kick-off meeting with all key members of our project team. The intent is to ensure that all participants have a clear understanding of the roles and responsibilities of each team member and to review the scope of work, tasks, logistics, deliverables and project schedule.
- Set up project intranet site (Sharepoint document portal).
- Client Kick-Off Meeting - PlanNet Consulting will conduct an on-site kick-off meeting with Northern Inyo Hospital. It is expected that the meeting will be attended by all key members of the core Northern Inyo Hospital team as well as key members of the PlanNet Consulting team. The objectives of the meeting are to introduce the players, and to review and discuss scope, timeframes, logistics, deliverables, etc. Kick-off meeting to be immediately followed by the first discovery/information gathering meeting.
- Project Planning – PlanNet will develop and maintain a work plan that will include PlanNet and Northern Inyo Hospital tasks and activities, schedules, roles and responsibilities, and a communications sub-plan.
- Documentation Review and Preparation - PlanNet Consulting will obtain and review all available material including requirements documentation, busy-hour call volume, location inventories, and network diagrams.

- Information Gathering Work Sessions – During our initial trip, we will conduct 2 or 3 work sessions (with a total of five to eight Northern Inyo Hospital IT and Business Unit staff) to review the current enterprise voice systems environment; these working sessions will focus on:
 - Current voice systems, applications and services
 - Gather appropriate available documentation
 - Review known strategic requirements for voice strategy – PBX, internal call center (small ACD groups), voice mail, unified messaging, 911, wireless, telemanagement/CDR and centralized administration. (Please note our data gathering is not intended to include telemedicine, personal paging, nurse-call and medical practice or patient call center applications.)
 - Review proposed major site environments, including number of users, common area phones, specific hospital site requirements, and trunking
 - System administration requirements particularly in managing an IP network, and the ease of use from a system administrator perspective.
 - Discuss user requirements (must haves vs. nice to haves) and quantities
 - Conferencing needs and user interface
 - Specialized call flows and coverage patterns
 - Voicemail/Unified Messaging interface
 - Training requirements
 - Ease of use
 - Self-service maintenance requirements
 - Phone Set types (softphones, display size, # buttons, speaker, wireless (802.11/dual mode)
 - Clarify and understand budget requirements.

In these sessions, we will obtain information from a combination of open-ended discussion, our questions on documentation/diagrams provided by Northern Inyo Hospital and a series of specific questions we will have previously prepared.

- Network Assessment

PlanNet Consulting will review existing network inventories to determine the voice quality that the current network is capable of providing, bandwidth requirements for storage networks, imaging, and anticipated convergence of AV and security systems. Methodology will include the following basic steps:

- Network Architecture and Design Review
- Obtain CDR summary reports or equivalent reports to review existing call volumes.
- Prepare and deliver a Network VoIP Readiness Assessment Report containing:
 - Current State Analysis
 - Network management tool recommendations
 - Remediation recommendations

- Organizational Assessment

We will assess Northern Inyo Hospital's IT support organization's capabilities to support a new IP-PBX and converged network architecture. This assessment is intended as a high level review to ascertain if Northern Inyo Hospital has a sufficient number of IT support personnel with the right skills (and aptitude) for supporting the new telecommunications platforms.

- PlanNet Consulting will interview up to four (4) North Inyo Hospital network and voice support services staff. The interviews will cover a broad range of technical, process and management (when appropriate) topics. The interviews will be conducted by senior PlanNet Consulting resources and will focus on the typical activities each Northern Inyo Hospital staff member is performing on a regular basis.
 - PlanNet Consulting will interview up to four (4) non-ITS department representatives that can describe the support that they are receiving from the network and voice services groups.
 - PlanNet Consulting will review any Service Level Agreements (SLA's) that the relevant internal ITS support organization has in place with various Northern Inyo Hospital departments.
 - PlanNet Consulting will benchmark Northern Inyo Hospital staffing and knowledge levels against well accepted metrics.
 - PlanNet Consulting will provide our findings in a high-level summary report and presentation to ITS Management. The findings will include:
 - Assessment of current staffing levels
 - Assessment of knowledge levels of staff
 - Recommendations
- Conduct a follow up work session with Northern Inyo Hospital ITS staff to clarify and summarize our data gathering findings. This meeting will be the bridge to the requirements definition phase. Examples of topics that may be included are:
 - Voice system architecture/design approaches
 - Voice applications (i.e., reuse of the Modular Messaging system vs. new unified messaging/e-mail platform, centralized attendants, intelligent console, wireless voice, etc.)
 - Projected growth and associated strategic requirements for voice communications - PBX, call center (ACD), voice mail/unified communications, etc.

- Operational and support requirements of the systems in North Inyo Hospital's network, and the needs for a single source maintenance and support approach from the vendors.
- Operational and support requirements of the wireless network, including integration with medical systems and locating services. It is understood that Northern Inyo Hospital is prepared for some wireless systems, such as patient telemetry, to be operated as stand-alone, non-integrated systems.
- Financial/budgetary requirements of the system(s).
- Publish a summary of our findings in a brief high-level 'bullet style' report. We will review up to three viable alternatives and provide our recommendations for next steps in this report.

Phase II – Requirements Definition

The requirements definition documentation will be based on the information we obtain from the data gathering phase. We will further analyze and refine that information to assess the viable alternatives available for North Inyo Hospital.

- Telecom Work Session – Conduct one (1) meeting with appropriate ITS staff to discuss, confirm, and document technical and support requirements
- Network Work Session – Conduct one (1) meeting with appropriate ITS staff to discuss, confirm, and document technical and support requirements with an emphasis on the ability to support IP Telephony, Quality of Service (QoS), and Power over Ethernet (PoE)
- Critical telecommunication system performance, reliability, resilience, availability and user requirements (must have vs. nice to have features)
- Major communication systems, applications, and service support requirements. The communication systems to include:
 - Network switch gear
 - Network security appliances (e.g. firewalls, IPS)
 - Wireless access points
 - IP-based communications server
 - Unified messaging
 - ACD/call center(s)
 - Systems management
 - Call accounting
 - Audio conferencing
 - IP endpoints and potentially soft phones
 - Overhead paging
 - Call recording
- Confirm existing voice network trunking and voice system port requirements

- Confirm the current inside plant environment to verify the condition of the cable plant and its ability to support converged communications
- Publish a summary of the requirements definition in a brief high-level 'bullet style' report, including opinion of probable costs for up to three viable alternatives.

Phase III – Go-To-Market (Request for Proposal – RFP)

The Requirements phase will fuel the RFP specifications. Based on our previous conversations with Adam Taylor a single RFP for data networking equipment and the IP/Hybrid-PBX infrastructure and related peripherals will be sufficient.

- Confirm approach and requirements for going to market, particularly what type of document should be released. At this point we will assume a formal RFP will be the 'go-to-market' document.
- Discuss vendors for consideration. This will include manufacturers and distributors. We have recommended three vendors be included in the procurement.
- Prepare draft RFP document. The RFP document will be designed so as to make the best value of the time investment by both Northern Inyo Hospital and the vendors. The document is expected to summarize Northern Inyo Hospital's business, technical and support needs; describe design specifications; and request the vendors to focus on:
 - System designs and associated pricing
 - Support approach and associated pricing
 - Differentiators
 - Supporting narrative - The vendors will be instructed to provide concise descriptions of additional features and functionality that are perceived as relevant to Northern Inyo Hospital's needs. They will be encouraged to avoid boilerplate and "fluff" that obscures information that is relevant to making a decision.
- Release RFP specification document to vendors.
- Conduct pre-proposal conferences with each of the three vendors. In our experience, open pre-proposal conferences in which all vendors participate offer little value to the client or to the vendors. We propose to conduct individualized sessions in which the vendors can ask any question they wish or seek any clarification they may be uncomfortable about presenting in a public forum. This approach has several advantages:
 - It provides Northern Inyo Hospital and PlanNet with early evaluation material – we can begin to rate the vendors based on the depth and intelligence of their questions. If a vendor clearly demonstrates they "get" the project much better than others, that finding may be valuable in our evaluation.
 - Northern Inyo Hospital is much more likely to receive stronger, more focused responses.
 - Each vendor is better able to put their best foot forward.

During the time the vendors are preparing their responses, several activities will be performed that will save time and add value to the project. These activities include:

- Develop worksheet with evaluation and selection criteria, and associated weighting. This has the added benefit of ensuring the responses do not unduly influence the criteria and weightings.
- Conduct reference checks. The three vendors under consideration will have sizable installed bases of IP telephony. We don't need to wait for the vendors' preferred references to start contacting known customers and interviewing them about their experiences. PlanNet will assist Northern Inyo Hospital with the development of a reference calls script with pertinent questions; Northern Inyo Hospital will make the reference calls and share the collected information with the evaluation team.
- Conduct a planning session or conference call that yields a review process that makes sense for the project. For example, it may be unproductive to have all team members read every section of every response (that's PlanNet's responsibility). This meeting would assign team members the same specific sections of every response they will review, what to look for, and what types of findings to be prepared to report to the group.
- Respond to vendor questions during the response preparation period.

Phase IV – Solution Evaluation

- Review and evaluate vendor responses.
- Participate in one initial proposal review meeting with North Inyo Hospital.
- Work with vendors to gather necessary clarifications and elaborations; normalize quotations and configurations/designs as much as practically possible to enable "apples-to-apples" comparisons.
- Prepare functional and technical comparisons against pre-determined criteria. Evaluation criteria will include:
 - Vendor's distribution network
 - Ability to service and support domestic and international locations
 - Market share and viability
 - R&D capabilities
 - Financial strength
 - Ease of doing business and flexibility

The analysis will provide substantive detail and the justification for each vendor rating against each criterion.

- Prepare TCO cost analysis. We will first ensure all submitted costs are as near "apples to apples" as possible. We will compare the one-time costs of each solution (including tax and shipping if necessary) to indicate capital costs. We will gather and

assess recurring cost information from vendors and from Northern Inyo Hospital to develop an operating cost model for incorporation into a 10-year TCO analysis.

- Develop list of major questions for vendors in preparation for work sessions.
- Participate in work sessions with two finalists (assumes one session with each finalist). We have found that work sessions deliver significantly more value than traditional “dog and pony” product presentations. This approach enables us to completely understand each vendor’s offer and allows the vendors to articulate, in an interactive session, their differentiators and distinct value.
- Conduct evaluation, rating and selection meetings with Northern Inyo Hospital. In these sessions (we expect 2-3 sessions based on past experience), we will use the functional and financial comparison documents in concert with the weighting/rating worksheet to score each vendor’s solution against the criteria the team previously established. This provides a systematic way to capture the group’s consensus opinions. This methodology can be applied in two ways:
 - A Delphi approach in which everybody scores the vendors ahead of time and presents their reasoning to the group in a team work session. The group takes everybody’s perspective into account and re-scoring is done either on a group or individual basis.
 - An approach in which the group comes together and performs an open vote where a consensus is reached and a group score is entered against each criterion.

Phase V - Recommendations

- Prepare summary recommendation report that describes project process, alternatives, vendor selection, cost analysis, major milestones for implementation and risks.
- Submit draft of recommendation report to Northern Inyo Hospital for review and comment.
- Finalize recommendation report.
- Prepare and deliver presentation of recommendation report for management team.

Phase VI – Procurement Assistance/Contract Negotiation

- Review Master Service Agreement of selected vendor and develop a list of issues and questions. The focus of this review is on the business and technical issues we are qualified to evaluate. PlanNet will not review the document from a legal perspective.
- Participate in two sessions/conference calls with the selected vendor focused on developing a final Statement of Work (SOW). This effort will include completion of the final system design, clarifying the professional services to be performed by the selected vendor and assessing the vendor’s preliminary implementation plan.
- Review contract addenda, particularly the selected vendor’s SOW.

- Participate in 2-3 contract negotiation sessions with representatives of the selected vendor.
- Recommend acceptance of contract terms and addenda.

Phase VII – Implementation Oversight

- Review and comment on the vendor plans and schedules for implementation.
- Review the final quotation and bill of materials to help ensure that the proper equipment, software and services are ordered.
- Participate in the vendor installation project kick-off meeting.
- Review and comment on vendor test and acceptance plans. We will work with the vendor to ensure that an appropriate and customized plan is developed for the hospital. PlanNet will also work with the hospital and the selected vendor to ensure the test and acceptance plans are executed on a timely basis and the results of those tests that require response/resolution are addressed promptly.
- Provide high-level implementation oversight and coordination including equipment orders/provisioning/installation lead times, system database development, configuration, system/circuit testing, training, and scheduling.
- Participate in status meetings for reviewing and tracking project progress during the implementation phases. Note: PlanNet has assumed a 12-month implementation period consisting of two phases (installation in existing facilities followed by migration of central call control and new phone deployments to new facilities).
- Provide on-site oversight during the cutover weekends to ensure smooth transition. Note: PlanNet has assumed two (2) cutovers, one per phase.
- Work with the vendor to ensure that project-appropriate documentation is kept and well maintained; that updates are entered in a disciplined manner; and that close-out documentation is prepared and submitted on a timely basis.
- Review vendor punch lists to address clean-up issues and ensure they are carried out so that final system acceptance can be made.
- Recommend system acceptance when appropriate.

Assumptions, Constraints and Dependencies

Based on our understanding of the project requirements, we have prepared our scope of work based on the following assumptions:

- Project duration will be approximately 18 months, consisting of 6 months for design and procurement and 12 months for two phases of implementation management (initial deployment to existing facility followed by extension of system into new facility).
- Requirements gathering interviews will be limited to between 5-8 North Inyo Hospital personnel. We plan to complete these interviews during our first site visit.
- The trunking requirements (capacities, types of circuits/services, interfaces, etc.) for the sites will be jointly determined through work sessions; a detailed traffic engineering analysis will not be performed.
- A cabling specification and drawings are not included in the scope of work.
- Carrier services are excluded (we will not be procuring carrier services as part of this scope of work). However, our scope will include specifying the appropriate carrier interface requirements.
- Northern Inyo Hospital requires only basic call center/ACD functionality; call center applications such as IVR, CTI, and workforce management, are not included in this scope.
- High level interfacing of the current nurse call, call recording, and overhead paging systems with the new voice system is included as part of the scope. PlanNet will include these requirements as part of the RFP.
- Physical security such as CCTV and access control design is not included in the scope but we will include network considerations as part of the overall assessment.
- Detailed wireless design is not included. PlanNet assumes the integrator will be tasked with performing a physical site survey to design the system according to the AP density requirements described in the requirements definition phase.
- A single RFP for voice and data networking solution will be utilized. Up to three (3) integrator solutions will be reviewed.
- PlanNet Consulting will not be doing a formal business case analysis.
- Travel to Bishop will be limited to a total of ten (10) trips consisting of five trips for Phase I and five trips for Phase II (assume one consultant per trip).

Professional Fees

PlanNet Consulting will conduct this project for the fixed fee of **\$101,800**. PlanNet's fee estimates are as follows:

Task	Fee	Authorization
Phase I through VI – Design through Procurement	\$69,600	
Phase VII – Implementation Oversight	\$32,200	
Total Fee	\$101,800	

Northern Inyo Hospital will provide a down payment of 25% of the contract value at the start of the project. Fees will be invoiced at the completion of all tasks associated with each phase with expectation of payment upon receipt of invoice. Should Northern Inyo Hospital wish to halt the project prior to completion of all seven phases, they will only be obligated for the work that has been completed by PlanNet Consulting.

Expenses will be billed on a monthly basis and include normal expenses such as postage, printing, faxes, telephone calls, mileage, airfare, and travel lodging. We will cap these expenses at \$10,000. We will not perform any additional work, nor incur additional expenses without the written authorization of Northern Inyo Hospital.

If you are in agreement with this proposal, please indicate your acceptance by signing and dating in the space provided below. Thank you again for this opportunity.

Sincerely,



David Stein
Principal
PlanNet Consulting

Accepted for **PlanNet Consulting**

Accepted for **North Inyo Hospital**

Signature

Signature

Name/Title

Name/Title

Date

Date

END