



*MISSION*

*It is our mission to deliver quality healthcare to the residents of and visitors to Big Bear Valley through the most effective use of available resources.*

*VISION*

*To be the premier provider of emergency medical and healthcare services in our Big Bear Valley.*

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**NOTICE AND CALL OF A  
SPECIAL MEETING OF THE  
BOARD OF DIRECTORS  
TUESDAY, FEBRUARY 06, 2024 @ 11:30 A.M.  
OPEN SESSION @ 11:30 A.M. – HOSPITAL MAIN CONFERENCE ROOM  
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA. 92315**

NOTICE IS HEREBY GIVEN that a Special Meeting of the Board of Directors for the Bear Valley Community Healthcare District will be held on Tuesday, February 06, 2024 @ 11:30 a.m. at the Bear Valley Community Healthcare District 41870 Garstin Drive, Big Bear Lake, CA. 92315. Open Session will begin at 11:30 pm in the Hospital Main Conference Room.  
A copy of the agenda is attached hereto.

Dated: February 05, 2024

A handwritten signature in blue ink that reads "Shelly Egerer".

Shelly Egerer  
Executive Assistant



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**SPECIAL BOARD OF DIRECTORS BUSINESS MEETING AGENDA  
TUESDAY, FEBRUARY 06, 2024 @ 11:30 A.M.  
OPEN SESSION @ 11:30 A.M. – HOSPITAL MAIN CONFERENCE ROOM  
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA. 92315**

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Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Chief Executive Officer's Office and are available for public inspection or purchase at 10 cents per page with advance written notice. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a District meeting or other services offered by the District, please contact Administration (909) 878-8214. Notification at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **DOCUMENTS RELATED TO OPEN SESSION AGENDAS (SB 343)** -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the public counter located in the Administration Office, located at 41870 Garstin Drive, Big Bear Lake, CA 92315. For questions regarding any agenda item, contact Administration at (909) 878-8214.

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**OPEN SESSION**

**1. CALL TO ORDER**

**Steven Baker, President**

**2. ROLL CALL**

**Shelly Egerer, Executive Assistant**

**3. FLAG SALUTE**

**4. ADOPTION OF AGENDA\***

**5. PUBLIC FORUM FOR OPEN SESSION**

This is the opportunity for persons to speak on items of interest to the public within subject matter jurisdiction of the District, but which are not on the agenda. **Any person may, in addition to this public forum, address the Board regarding any item listed on the Board agenda at the time the item is being considered by the Board of Directors.**

*(Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)*

***PUBLIC RESPONSE IS ENCOURAGED AFTER MOTION, SECOND AND  
PRIOR TO VOTE ON ANY ACTION ITEM***

**6. DIRECTORS' COMMENTS**

**7. OLD BUSINESS\***

- None

**8. NEW BUSINESS\***

- A.** Discussion and Potential Approval of LIONAKIS Replacement Hospital Project Service Agreement

**9. ADJOURNMENT\***

**\* Denotes Actions Items**



Date: February 01, 2024

To: Board of Directors

From: Evan Rayner, CEO\Garth Hamblin, CFO  
David Anton -VP of Construction and Facilities -Ovation Health  
Scott Nave -Legal Counsel\Jason Weaver-427 Architects

Re: Lionakis- Design Services Agreement (DSA)

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**Discussion:**

Discussions with Lionakis have included a detailed negotiation of services, scope, phasing, Price, and legal documentation. An AIA contract template was not used and the District with legal counsel utilized a customized DSA, (Design Services Agreement) more favorable to the District. BVCHD has engaged several experts and consultants to properly guide BVCHD through the overall project as well as the specifics related to the Design Team engagement. The team consists of the following:

- Project Manager / Owner's Representative – Ovation Healthcare
  - David Anton
  - Matt Roquemoire
- Legal – Scott Nave
- Financial Consultant – Gary Hicks
- Independent Architect – Jason Weaver

Status of documents related to the Design Services Agreement (DSA) for the architectural services and the Pre-Design Proposal include:

1. Negotiation from date of Architect interview – current
2. Legal Document (DSA) language has been fully negotiated and ready to be signed.(signed by Lionakis)
3. Engagement being split into 2 phases of work, pre-design/scoping (Phase 1) and design/construction/close-out (Phase 2)
4. Phase 1 deliverables described in the attached Work letter from Lionakis are incorporated into the DSA as Exhibit 1 (approximate -4-month engagement)
  - a. Phase 1 to determine the overall size and scope of the project. See detailed deliverables in-Pages 23-28( Now Includes Preliminary Architecture Report – for USDA and lot merger ,etc. )
  - b. Phase 1 – Pre-Design cost: \$490,649 See DSA -Attachment ( Pages 23-28)
5. Phase 2 to be negotiated during Phase 1, and will be brought to the Board when ready for approval.

6. This engagement is anticipated for both phases. But the District is not required to go with Lionakis if we cannot reasonably reach an agreement related to the Phase 2 scope and fee.

**Recommendation:**

Administration is requesting the Board to :

- Approve the DSA and (2) approve the Phase 1 scope of work and fee as stated in DSA Exhibit 1, Addendum 1. **Pending USDA approval of agreement**

- Approve Phase 1 :Pre Design fee-\$490,649

Attachment-Phase I detail , scope and deliverables(Pgs 23-28)

Attachment -Lionakis -DSA (Design Services Agreement)

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
REPLACEMENT HOSPITAL PROJECT**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT**

**AND**

**LIONAKIS**

**FEBRUARY 1, 2024**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 1, 2024, between Bear Valley Community Healthcare District, a California public entity, ("District") and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

The project includes the schematic design, design development and construction documentation for the Bear Valley Community Hospital. Architectural Construction administration will be provided during the duration of the project. The scope of work will include completion of the requirements required by State of California Department of Health Care Access and Information ("HCAI") and other permitting agencies.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that HCAI has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that HCAI has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which HCAI approval is required.
  - 1.1.6. **Project Budget**: The total number of funds indicated by the District for the entire Project plus all other costs,



including design, construction, administration, and financing.

- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Owner/District Representative**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Bear Valley Community Healthcare District.
- 1.1.13. **HCAI**: The California Department of Health Care Access and Information.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursable not included in Architect's Fee.
- 1.1.15. **Project**: The project consists of the design, development and construction documentation of a new critical access, acute care hospital campus located in Big Bear Lake, California.
- 1.1.16. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.17. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

- 1.1.18. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in the Project Addendum attached herein as **Exhibit "A"**. District shall approve a scope of work for each subsequent phase of the Project through a written amendment to the Project Addendum executed by both Parties. Architect shall commence work for each subsequent phase upon receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services for the Project (i) using its professional skill and judgment, (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope, and complexity of the Project in or around the same geographic area of the District, (iii) the terms of this Agreement, and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule, or regulation at the time the Services are rendered ("Standard of Care"), including the standard of care applicable to architects designing critical access hospital campuses and applicable requirements of federal, state, and local law, including the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect shall contract for or employ at Architect's expense, Consultant(s) necessary for completion of the Project with the appropriate license from the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.5. Architect shall coordinate with District personnel, or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This

shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.6. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, HCAI, local authorities, such as the City of Big Bear Lake, and any regulatory office or agency that has authority for review and supervision of hospital construction projects.
- 2.7. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.8. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Owner's Representative, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing. Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants but shall have no responsibility for District-hired consultants.
- 2.9. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, the Inspector of Record, Construction Manager, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.10. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.10.1. Ground contamination or hazardous material analysis.

- 2.10.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- 2.10.3. Compliance with environmental review of the Project, including the California Environmental Quality Act ("CEQA") and, if applicable, National Environmental Policy Act ("NEPA"), except that Architect agrees to coordinate its work with that of any environmental consultants retained by the District, to provide current elevations and schematic drawings for use in environmental review documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
- 2.10.4. Historical significance report.
- 2.10.5. Soils investigation.
- 2.10.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
- 2.10.7. State and local agency permit fees.

### **Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laurie McCoy

Project Director: Reg Hernandez

Senior Project Manager: Ben Wilkerson

Project Architect: Rick Wood

Primary Consultants:

Structural Engineering: Lionakis

Mechanical Engineering: Tk1SC.

Plumbing Engineering: Tk1SC

Electrical Engineering: Tk1SC

Civil Engineering: APD Consultants, Inc.

Landscape: Tim Davis

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with all applicable law and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in the Project Addendum attached herein as **Exhibit "A"**, and each subsequent phase as amended, so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A"** and each amendment to the Project Addendum for subsequent phases of the Project. The Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Owner's Representative shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications, and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect

shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
  - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

## **Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement as provided in **Exhibit "A"** attached hereto and each amendment to the Project Addendum for subsequent phases of the Project (the "Fee").
- 6.2. Payments for services and reimbursable expenses incurred shall be made monthly upon presentation of the Architect's statement of services.
- 6.3. Reimbursable expenses are in addition to compensation for the Architect's services and include expenses incurred directly related to the Project. Expenses in excess of \$1,000.00 per item or \$5,000 aggregated per invoice require District's prior approval.
- 6.4. No increase in the Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof.
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

## **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in each amendment to the Project Addendum only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Owner's Representative or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in each amendment to the Project Addendum for subsequent phases of the Project for Extra Services that the Owner's Representative or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

## **Article 8. Ownership of Intellectual Property**

- 8.1. District shall own and retain all rights to all copyrights and all other intellectual property right over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared for District pursuant to this Agreement. To the extent legally necessary, Architect and its Consultants unconditionally,

absolutely, and irrevocably transfers and assigns to District on an "as is where is basis" all that the property, right, title, interest, estate, and benefit of Architect and Consultants in the intellectual property TO HAVE AND TO HOLD the intellectual property absolutely forever from the date hereof.

- 8.2. Architect shall have a non-exclusive and perpetual license to the record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement for general uses; provided, such documents may not be used for another hospital project substantially similar to the Bear Valley Community Hospital Project without the District's prior written consent, which may be given or withheld in District's sole discretion.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) (e.g., Autodesk Revit) and Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District the digital format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a BIM/CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what BIM/CADD information was given to the District, Architect and District shall each date and sign a published pdf copy of reproducible documents that depict the information at the time Architect produces the BIM/CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District at no cost to the District the following items (hereinafter "Instruments of Service"):
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in pdf format.
  - 8.5.2. One (1) set of non-fixed image BIM/CADD drawing files in RVT or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical, and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.3. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.



8.5.4. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. If the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.
- 8.7. The Parties hereby undertake to do and perform, sign, swear, and execute all such further and other acts, deeds, documents, matters, or things as may be required by the District or considered necessary, desirable, or proper to give effect to the transfer and assignment of intellectual property rights to District.

## **Article 9. Termination of Contract**

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement. District may, in its discretion, provide Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted, and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

#### **Article 10. Indemnity/Architect Liability**

- 10.1. To the full extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, and employees ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents ("Claim"), including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein.
- 10.3. Architect shall, to the furthest extent permitted by California law, defend the District Parties at Architect's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet

and confer with other parties regarding unpaid defense costs. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

- 10.4. District may, in reasonably good faith, withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

## **Article 11. Responsibilities of the District**

- 11.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 11.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 11.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

## **Article 12. Liability of District**

- 12.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 12.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

## **Article 13. Nondiscrimination**

- 13.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 13.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

## **Article 14. Insurance**

- 14.1. Architect shall obtain and maintain during the Term of this Agreement general liability insurance in the minimum amount of Two Million Dollar per occurrence and Four Million Dollars aggregate. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, as determined by District.
- 14.2. Architect shall obtain and maintain during the Term of this Agreement professional liability insurance in the minimum amount appropriate for the Project.
- 14.3. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement, all of which shall include the District and its directors, officers, employees, and agents as additional insureds.

## **Article 15. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the

Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

#### **Article 16. Entire Agreement; Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

#### **Article 17. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation, or sublease without Architect's prior written consent shall be considered null and void.

#### **Article 18. Governing Law; Venue**

- 18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 18.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **Article 19. Alternative Dispute Resolution**

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through litigation.

If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

#### **Article 20. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

#### **Article 21. Severability**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **Article 22. Employment Status**

- 22.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 22.3. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 23. Certification of Architect**

- 23.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 23.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

**Article 24. [DELETED]**

**Article 25. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**DISTRICT:**

Bear Valley Community Healthcare District  
Attn: CEO  
41870 Garstin Drive  
Big Bear Lake, CA 92315

**ARCHITECT:**

Lionakis  
Attn: Andrew Deeble, COO | CFO  
2025 19<sup>th</sup> Street  
Sacramento, CA 95818

Copy to: Lionakis  
Attn: Laurie McCoy, Principal | Healthcare Practice Lead  
2050 Main Street, Suite 400  
Irvine, CA 92614

Any notice personally given shall be effective upon receipt. Any notice sent by email shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 26. District's Right to Audit**

- 26.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect,

photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 26.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 26.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 26.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 26.5. Architect shall include audit provisions in any and all of its subcontracts and shall ensure that these sections are binding upon all Consultants.
- 26.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

## **Article 27. Other Provisions**


- 27.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders to the extent caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents to the extent that the change order(s) arise out of, pertain to, relate to, or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of the Services. These amounts shall be paid by Architect to District, or the District may withhold those costs from amounts owing to Architect.
- 27.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall



27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) indicated below.

By \_\_\_\_\_  
President, Board of Directors

By   
Name: Laurie McCoy  
Title: Principal | Healthcare Practice Lead

## EXHIBIT A

### PROJECT ADDENDUM #1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to the Agreement for Architectural Services ("**Addendum**") is made as of **February 1, 2024**, and forms a part of the Agreement for Architectural Services between **Bear Valley Community Healthcare District**, ("**District**") and **LIONAKIS** ("**Architect**") (collectively "Parties") dated on **February 1, 2024** ("**Agreement**"). This Addendum incorporates Services to be performed by Architect for the Replacement Hospital Project ("**Project**"):

**The scope of work for Phase 10 | Pre-Design is outlined further in Architect's Proposal for A/E Services to District dated February 1, 2024, included herein as Exhibit A | Attachment 1.**

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement for Architectural Services shall remain in full force and effect.

#### **Contractual Requirements:**

Reference:

- Agreement for Architectural Services dated February 1, 2024.

#### **Compensation:**

Architect shall be compensated, in accordance with Article 6. Fee and Method of Payment, on a **Fixed Fee** basis in the amount of **Four Hundred Sixty-Seven Thousand Two Hundred Eighty-Five and 00/100 Dollars (\$467,285.00)** plus reimbursable expenses not expected to exceed **Twenty-Three Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$23,364.00)**. Contract breakdown as follows:

#### **CONTRACT SUMMARY**

<b>Description</b>	<b>Fees</b>	<b>Reimbursables</b>	<b>Total</b>
Phase 10 – Pre-Design	\$467,285.00	\$23,364.00	\$490,649.00

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: \_\_\_\_\_, 2024

Dated: February 1, 2024

**Bear Valley Community Health District**

**Lionakis**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Laurie McCoy

Print Title: \_\_\_\_\_

Print Title: Principal | HC Practice Lead

February 1, 2024

*(Supercedes prior Proposal dated January 26, 2024)*

Evan J. Rayner  
Chief Executive Officer  
Bear Valley Community Healthcare District  
41870 Garstin Drive  
P.O. Box 1649  
Big Bear Lake, CA 92315

**Re: Bear Valley Community Healthcare District Replacement Hospital Project  
Proposal for A/E Services | Phase 10 – Pre-Design  
Client TBD | Lionakis 023148**

Dear Evan,

Thank you for giving us the opportunity to provide this proposal for A/E Services for the Bear Valley Community Healthcare District (BVCHD) Replacement Hospital Project located at 41850 Garstin Drive, Big Bear, CA, 92315.

## DESCRIPTION OF PROJECT

Phase 10 - Pre-Design services as outlined in the draft Agreement for Architectural Services (currently in review). The goal is to validate the project's scope, budget, and schedule, serving as the basis of design services for Phase 2 - Basic Services (Schematic Design through Closeout). Lionakis' understanding of the project includes:

1. Program:
  - a. Critical Access Hospital | ~ [40,000] sf (to be verified during Programming).
    - Basic 8 Services
    - Emergency Department
    - [20] Acute Care Beds
  - b. Storage Building (TBD sf)
  - c. Heliport
2. Construction Cost Budget: \$60,000,000
3. Site: ~ [5.4] Acres
4. AHJ(s): HCAI and City of Big Bear
5. Delivery Model: Design Bid Build

The following is an overall estimated schedule for this project:

PRE-DESIGN SERVICES: ~ 4 months

BASIC SERVICES: Excluded

- Schematic Design
- Design Development
- Construction Documents
- Plan Check
- Bid/Negotiation
- Construction Administration
- Closeout

The following design team members ("A/E Team") will provide services included in this proposal:

Discipline	Firm
Architectural	Lionakis
Structural Engineering	Lionakis
Civil Engineering	ADP Consultants, Inc.
Mechanical Engineering	Tk1SC
Electrical Engineering	Tk1SC
Plumbing Engineering	Tk1SC
Food Service Design	Webb
Heliport Design	Heliplanners
Cost Estimating	Cumming

Lionakis Architectural and Structural Engineering services are described below. Consultant services are described in the attached proposals.

## SCOPE OF ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES

### PHASE 10: PRE-DESIGN

*Phase Duration: ~ [4] months.*

#### Architectural:

1. **Meetings:**
  - a. [8] Online/phone meeting(s).
  - b. [8] In-person meeting(s).
2. **Site visits:** [3] total (aligned with In-person meetings).
3. **Tasks & Deliverables:**
  - a. Existing Conditions Verification
    - i. Evaluate and photograph existing site conditions.
    - ii. Provide written notice of necessary investigations documenting items needed to complete the project.
    - iii. Obtain and review Owner-provided design criteria and other standards.
    - iv. Collect as-built documents and electronic files (CAD or Revit), if they exist, of the Hospital campus site and buildings from the Owner (*per Owner, these may not exist*).
    - v. Update electronic files received from the Owner to align with evaluation of existing site conditions. If documents do not exist, perform high-level field verification to develop site plan and building plan/locations.
    - vi. Coordinate Consultant requests from Owner.
  - b. Visioning
    - i. Identify BVCHD's key decision makers and confirm review processes.
    - ii. Establish Stakeholders and End-User Groups.
    - iii. Understand Owner's provided Program.
    - iv. Develop Project Guiding Principles.
    - v. Establish strategic goals of asset use over anticipated 50-year minimum lifespan.
    - vi. Develop an understanding of the key drivers and Critical Success Factors.

- vii. Identify and confirm key planning drivers (i.e., Operating Rooms, Acute Care and Intensive Care Beds, Radiology Imaging Rooms, Standby ED Bays, and Staffing).
  - viii. Collaborate in developing programming and planning workplan.
  - ix. Discuss opportunity for site visits to other Critical Access Hospitals.
  - x. Document and distribute Visioning meeting minutes.
- c. Programming and Planning
- i. Develop an initial Basis of Design (BOD) report in coordination with consulting engineers to include:
    - Building data and scope of work description
    - Executive summary.
    - Findings and recommendations from the design team.
    - Concept drawings illustrating the scope of work.
  - ii. Obtain Owner's Project Requirements, project Business Case, or other information sources with a definition of scope and key strategic planning drivers.
  - iii. Develop Functional and Space Programs.  
*Note: Preliminary functional program as required by HCAI to be developed in Phase 2 – Schematic Design.*
  - iv. Develop block and stack diagrams to determine adjacencies and relationships.
  - v. Develop high-level test-fit diagrams based on Functional and Space Programs depicting DGSF blocks, optimal adjacencies, relationships, core and shell, and site location.
  - vi. Develop a concept site plan showing the location and massing of:
    - Critical Access Hospital
    - Storage Building
    - CUP (if recommended)
    - Heliport
    - Mobile Imaging Trailer
    - Connectivity to existing hospital campus.
  - vii. Prepare composite site plan showing phases of development to support requirements for the Environmental Impact Report (EIR) and Entitlements prepared by others.
- d. Provide conceptual drawings (site plan, building plans and elevations) for the Preliminary Architectural Feasibility Report (PAR) as required for USDA Funding milestones.
- e. Create a design schedule for all design phases, tasks, and milestones until plan check approval.
- f. Prepare conceptual Cost Estimate.
- g. Provide written notice of necessary investigations documenting items or areas of undocumented work needed to complete the Project.
- h. Document and distribute Programming and Planning meeting minutes.

### Structural Engineering:

1. *Meetings:*
  - a. [4] Online/phone meeting(s).
  - b. [2] In-person meeting(s).
2. *Site visits:* [2] total (aligned with In-person meetings).
3. *Tasks & Deliverables:*
  - a. Structural system description information for incorporation into narrative document.
  - b. Review site and existing site/building information to inform design criteria.
  - c. Assist with design criteria and boring locations for soils and geotechnical report.

- d. Develop an initial BOD report:
  - i. Code.
  - ii. Enforcement agency.
  - iii. Delivery / Cost of Construction.
  - iv. Square footage.

## PHASE 20: SCHEMATIC DESIGN - *EXCLUDED*

## PHASE 30: DESIGN DEVELOPMENT - *EXCLUDED*

## PHASE 40: CONSTRUCTION DOCUMENTS - *EXCLUDED*

## PHASE 50: BID/ PLAN CHECK - *EXCLUDED*

## PHASE 60: CONSTRUCTION ADMINISTRATION - *EXCLUDED*

## PHASE 70: CLOSEOUT – *EXCLUDED*

## CLARIFICATIONS

Unless specifically stated otherwise in the above Scope of Services, the following clarifications apply to this Proposal for A/E Services:

1. Lionakis services shall be limited to those expressly set forth above. If the scope of work or deliverables are not specifically listed above, they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility, or deliverables for the project except as agreed to in writing or as provided in the Master Agreement.
2. Reference attached Consultant proposals for clarifications specific to their scope of work.
3. In the event there is a substantial change to the project scope, schedule, or construction budget, we reserve the right to renegotiate the fee.
4. The following Consultants are not included in this portion of the work:  
Landscape, Interior Design, Furniture, Medical Gas System Design, Acoustical, Art Consultant, Plant Consultant (Interior), Medical Equipment Planner, Waterproofing, Geotechnical Engineer, Hydrology Analysis, Storm Water Control, Dry Utility, Environmental Planning, Traffic, Hazardous Material, IT Voice/Data Systems, Audio/Visual Systems, Telemetry, Nurse Call Systems, Pneumatic Tube Systems, Elevator Design, Specialty Lighting Design, Medical Physicist/Lead Shielding, R/F Shielding, Move Management, Energy Consultant, Fire Alarm, Fire Sprinkler, Security, and Signage.
5. Sustainability Design Services / LEED documentation and Commissioning are excluded from the scope of work.
6. Hazardous materials identification and/or mitigation is excluded from the scope of work.
7. Life cycle cost analysis is excluded from the scope of work.
8. Meetings and/or site visits in excess of the amounts set forth in the Scope of Services may be requested and arranged subject to additional fee consideration.
9. Except as specifically stated herein, all work will be performed consecutively without significant or atypical delays during or between phases. Suspensions and resumptions of design work to accommodate unscheduled work interruptions require additional effort and may necessitate additional design fees.
10. Mitigation of code mandated upgrades outside of the boundaries of the new site is not included in this proposal, unless expressly set forth above. (e.g., Fire life safety, Accessibility/ADA, Exiting).
11. The services described in this proposal are assumed to be completed in a single phase of work.
12. The Owner will provide CAD files of the existing hospital campus site and buildings for review and use in our backgrounds (*per Owner, these documents may not exist*).
13. Entitlements and Environmental services are excluded from the scope of work and assumed to be contracted by the Owner.

## COMPENSATION

Our fee for the A/E Services described herein will be earned on a **Fixed Fee** basis in the amount of **Four Hundred Sixty-Seven Thousand Two Hundred Eighty-Five and 00/100 Dollars (\$467,285.00)** plus reimbursable expenses. Reimbursable expenses include costs incurred directly related to the Project including but not limited to printing and reproductions, postage, handling and delivery of Instruments of Service, and travel expenditures. Such expenses will be billed **at cost** and are not expected to exceed **Twenty-Three Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$23,364.00)**.

### BASIC PRE-DESIGN SERVICES

Discipline	Proposed Fees
Architectural	\$259,400.00
Structural Engineering	\$27,000.00
Civil Engineering	\$21,681.00
Mechanical Engineering	\$19,600.00
Electrical Engineering	\$21,520.00
Plumbing Engineering	\$16,000.00
Total Fee - Basic Services	\$365,201.00

### SUPPLEMENTAL PRE-DESIGN SERVICES

Discipline	Proposed Fees
Civil – Topo/Boundary Survey & Lot Merger   Option 2 <i>Prevailing Wage</i>	\$41,500.00
Civil – Subsurface Dry Utility Lines   Option 2 <i>Prevailing Wage</i>	\$19,350.00
Food Service Design	\$8,500.00
Heliport Design	\$18,096.00
Cost Estimating	\$14,638.00
Total Fee - Supplemental Services	\$102,084.00
<b>Total Fee - Basic and Supplemental Services</b>	<b><u>\$467,285.00</u></b>
Estimated Reimbursable Expenses (estimated @ 5%)	\$23,364.00
<b>Grand Total</b>	<b>\$490,649.00</b>

Reference Attachment C Consultant Proposals - APD proposal Exhibit "A" for Google Earth site diagram that indicates Limits of Survey - Option 2.

We appreciate the opportunity to provide this proposal and look forward to collaborating with you on this project. Please do not hesitate to contact me or Reg Hernandez if you require further information.

Respectfully,



Laurie McCoy  
Principal | Healthcare Practice Lead

Enclosure(s):

Attachment 1: Fee Schedule 2023

Attachment 2: Area of Work

- Site Plan

Attachment 3: Consultant Proposals

- ADP Consultants Rev 1 dated 12.21.2023
- Tk1SC dated 11.30.2023
- Webb dated 11.29.2023
- Heliplanners dated 11.29.2023
- Cumming dated 1.31.2024

***Client's signature below authorizes Lionakis to begin work on the scope described above. Client agrees to compensate Lionakis for services rendered while the parties work to finalize a formal Professional Services Agreement.***

**Authorization to Proceed:**

---

Name and Title

---

Signature

---

Date



**FEE SCHEDULE**

Effective January 1, 2023 – December 31, 2023

**CLASSIFICATION****HOURLY RATES**

Principal.....	\$295.00
Associate Principal.....	\$275.00
Senior Associate.....	\$265.00
Director of Healthcare Planning.....	\$265.00
Director of Accessibility.....	\$265.00
Director of Specifications.....	\$255.00
Director of Sustainability.....	\$255.00
Director of Planning.....	\$255.00
Associate.....	\$255.00
Project Director.....	\$235.00
Senior Project Manager.....	\$225.00
Specifications Writer.....	\$225.00
Project Manager.....	\$215.00

**ARCHITECTURAL SERVICES**

Senior Architect.....	\$215.00
Architect II.....	\$200.00
Senior Job Captain.....	\$200.00
Job Captain.....	\$190.00
Architect I.....	\$190.00
Designer III.....	\$170.00
Designer II.....	\$160.00
Designer I.....	\$150.00
Specification Technician.....	\$150.00

**INTERIOR DESIGN SERVICES**

Interiors Project Director.....	\$220.00
Senior Interior Designer.....	\$200.00
Project Interior Designer.....	\$175.00
Interior Designer III.....	\$160.00
Interior Designer II.....	\$145.00
Interior Designer I.....	\$135.00

**STRUCTURAL ENGINEERING SERVICES**

Senior Engineer.....	\$215.00
Engineer II.....	\$205.00
BIM Manager.....	\$200.00
Engineer I.....	\$195.00
Senior BIM Technician.....	\$185.00
Structural Designer III.....	\$180.00
BIM Technician II.....	\$170.00
Structural Designer II.....	\$170.00
Structural Designer I.....	\$160.00
BIM Technician I.....	\$160.00

**PROJECT SUPPORT SERVICES**

Graphics Creative Director.....	\$215.00
Senior Graphic Designer.....	\$180.00
Graphic Designer.....	\$150.00
Senior Project Coordinator.....	\$135.00
Project Coordinator.....	\$125.00
Staff Technician.....	\$115.00

Consultant..... Direct Cost + 10%

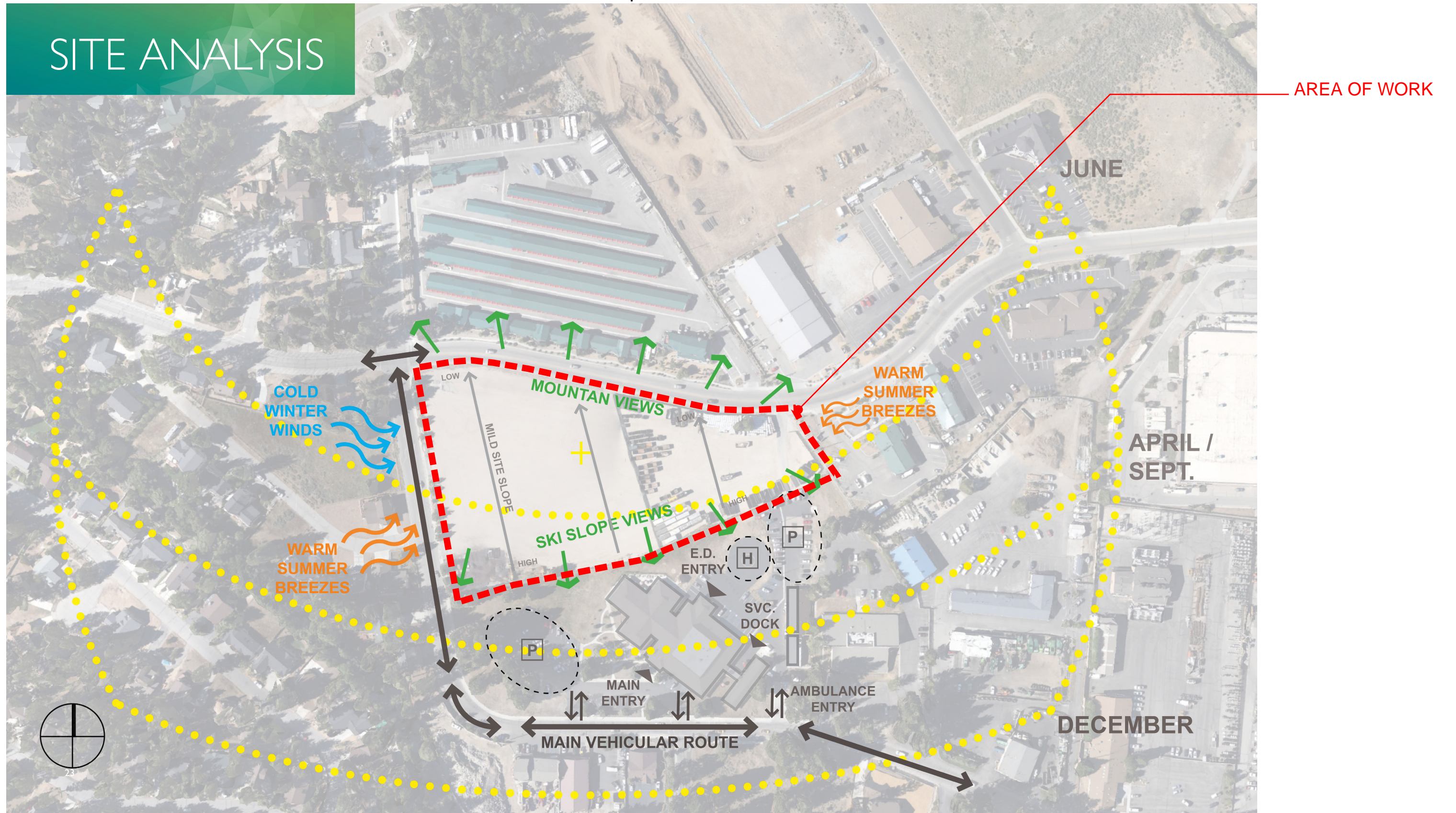
Reimbursables..... Direct Cost + 10%

*Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.*

Mileage..... per IRS standard rate



# SITE ANALYSIS



## ATTACHMENT 2 - AREA OF WORK | SITE PLAN

CLIENT #TBD | LIONAKIS 023148 BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT REPLACEMENT HOSPITAL



December 21, 2023

JN: 23124

**Ben Wilkerson | AIA | Senior Associate**

Lionakis

2050 Main Street, Suite 400,  
Irvine, CA 92614**Re: Engineering and Topographic Design Services for Bear Valley Health -  
41850 Garstin Dr, Big Bear Lake, CA 92315**

Dear Mr. Wilkerson,

Thank you for the opportunity to provide you with a proposal for civil engineering services. The project consists of two parcels, the primary is 5.2-acres with a second .16-acre sliver. The parcels are generally level and covered with permeable ground cover for overflow parking in the interim use. There are existing City sidewalks, curb cuts, and frontage improvements in place.

40

The project will include design of an approximately ~~28~~,000 SF, 20-bed acute care licensed hospital, Onsite Heli-pad, parking lot, and utility connections.

APD agrees to perform and furnish the following services:

**1- Predesign / Programming Phase****Task 1: Topographic/Boundary Survey & Lot Merger**

A design level Topographic Survey (aerial mapping and conventional field survey) will be provided for the area as outlined in the aerial picture shown on **Exhibit "A" – Option 1** at the end of this proposal. The boundary component of the survey will include a field boundary verification denoting current property lines and easements of record as shown on a current title report to be provided by the client.

**Option 2:** A design level Topographic Survey (aerial mapping and conventional field survey) will be provided for the whole site including existing site and adjacent street as outlined in the aerial picture shown on **Exhibit "A" – Option 2**.

The items to be included are as follows:

**A. Survey Control**

1. The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available.
2. The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).

**B. Survey Features**

3. The majority of the survey will be prepared using aerial photography. Supplemental observations will be taken at 50-foot street cross sections of the adjacent roads and compiled with the photogrammetric data to create the final deliverable. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, driveway aprons, local depressions, and handicap ramps. The survey will be prepared to provide 1-foot contour intervals.
4. Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Site.
5. Location of signing and striping within the Site.
6. Location of trees over 6 feet in height, regardless of caliper, within the Site.
7. **We will survey the height of the nearby transmission poles, lines, light poles, and trees along the proposed helicopter flight path as outlined in blue and shown on Exhibit "A" at the end of this proposal.**

**C. Utilities**

8. Location, elevation, size, and type of visible above ground utilities within the Site.
9. Flow line invert elevations and sizes of drain inlets, sanitary sewer and storm drain manholes adjacent to the Site, unless bolted down.

**D. Subsurface Dry Utility Lines**

Subsurface dry utility lines will be provided by a professional subsurface utility company. The utility company will conduct utility records research to assist in identifying utility owners that may have facilities within project limits. Then, the utility company will provide surface markings of the subsurface dry utility lines that can be found within project limits using ground penetrating radar. Said markings will be Quality Level B (QL-B), based on the American Society of Civil Engineer's Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. A composite utility drawing will be developed, in AutoCAD, showing all existing utilities within project limits and adjacent streets.

**E. Lot Merger**

A Lot Merger will be prepared for the subject property. This includes the survey related items included in the City's Lot Merger Application Procedures (Legal Descriptions, Plats, Site Plan). Any non-survey related items that the City may require are not included in this proposal. This proposal does not include the preparation of the necessary perfecting deed documents (these should be prepared by a lawyer or title company).

**Task 2: Planning and Master Plan Site Layout**

APD will assist Lionakis in preparation of a preliminary evaluation of the District's program, schedule, budget for the Cost of the Work, and preparation of master plan site layout for the project. APD will attend kickoff meeting and assist in coordination with City staff and District staff.

**Task 3: Utility Research and Due Diligence Report**

APD will conduct research for existing wet utilities and determine locations and adequacy of utilities serving the site. **APD will prepare a Due Diligence Report summarizing find outs of existing dry utilities, sewer, water, fire water, storm drain, existing street right-of-way dedications, ingress and egress restrictions, and zoning requirements.**

APD will conduct one site visit and one visit to the City of Big Bear Lake to accumulate information needed for due diligence.

**Assumptions:**

- 1- All digital files of the site plan showing proposed building and parking lots, in AutoCAD format, will be furnished by the Client.
- 2- A current title report of the subject property will be provided by the client.
- 3- Geotechnical Report to be provided by the Client.

The followings are **excluded** from the above services:

- 1- Reimbursable expenses such as blueprints, reproductions, courier, mileage, and overnight delivery are not included.
- 2- Preparation of off-site improvement plans for street, sidewalk, sewer, water, and storm drain improvements in the public right-of-way.
- 3- Legal description(s) and exhibit(s) for dedications/easements are excluded from this proposal.
- 4- Plan check or governmental fees.
- 5- Sufficient survey monumentation will exist at the controlling major intersections and key locations of the underlying record maps. If monumentation is incomplete or deficient, an additional expanded scope may be required. If this should occur, we will discuss our findings in detail with the client and a fee adjustment to this agreement will be required.
- 6- The site will be accessible and clear of obstructions at the requested time of survey. If coordination of site access is required prior to the survey being performed, the client will provide the necessary information. The survey will take place during normal business hours.
- 7- The above-mentioned fee is based upon non-prevailing wage rates.
- 8- A Record of Survey is not included in the Scope of Services. We are required to file a Record of Survey if, in performing the boundary survey, material discrepancies are found between measured field data versus historical

documents and maps or if any of the boundary lines being established are not shown on any previously recorded Subdivision Map, Official Map, or Record of Survey. A copy of the relevant sections of the Professional Land Surveyors' Act detailing these requirements will be provided at the client's request. The preparation and filing of a Record of Survey shall be billed and paid for as "Additional Services".

## EXHIBIT "A"



November 30, 2023

Mr. Ben Wilkerson  
Senior Associate  
**Lionakis**  
2050 Main Street, Suite 400  
Irvine, CA 92614

Re: **BVCHD - New Hospital Campus (202314179d)**  
**Revised Engineering / Consulting Proposal and Professional Service Agreement**

Dear Ben,

Thank you for the opportunity to collaborate with your firm on this project.

We are pleased to provide this revised proposal to furnish engineering / consulting services for the above-referenced project.

Please contact me if you have any questions and/or comments regarding this proposal.

If you find the scope and fees acceptable, please execute this agreement accepting the terms and conditions stated herein. If we are directed to proceed prior to the execution of a contract, the terms outlined in our proposal/agreement shall prevail until such time as an agreement is fully executed.

This proposal will remain open for thirty (30) days from November 30, 2023.

Sincerely,  
**tk1sc**

*Chris Mercurio*

Chris Mercurio, PE, MBA, LEED AP, HFDP  
Vice President

Copy to: Amy Hoover, tk1sc  
Becky Clift, tk1sc

\\\\tk1sc.local\\tk1sc-proposals\\Proposals\\2023\\202314179 BVCHD - New Hospital Campus\\Lionakis\\202314179d BVCHD - New Hospital Campus.docx



**PROFESSIONAL SERVICES AGREEMENT ("PSA")****Between tk1sc (SUBCONSULTANT) and ARCHITECT / PRIME CONSULTANT (CLIENT)**

This Agreement is entered into effective November 30, 2023, to provide engineering / consulting services for the project named BVCHD - New Hospital Campus (202314179d) described in Exhibit A, between Lionakis (Client) and tk1sc.

1. Subconsultant will:
  - a. Provide those Basic Services outlined in the attached Exhibit C and such other related additional services as the parties may mutually agree.
  - b. Direct all Project communications to and through Client unless Client indicates or directs otherwise.
  - c. Assist as reasonably requested in Client's Project coordination.
  - d. Subconsultant will maintain the insurance program outlined in Exhibit D.
2. Client will compensate Subconsultant for Basic Services pursuant to Exhibit B and for additional services pursuant to Subconsultant's then-current fee schedule, or as the parties may mutually agree at the time the services are undertaken.
3. This Agreement is subject to the terms and conditions set forth in Exhibit D.

Lionakis (Client) finds the scope and fees acceptable and by executing below has agreed to accept the terms and conditions stated herein. If tk1sc is directed to proceed prior to execution of this professional services agreement, the terms set forth in our proposal/agreement shall prevail until such time as an agreement is fully executed by both parties. If tk1sc's services are provided at the direction of the client, but in the absence of an executed agreement, the terms set forth in this Professional Services Agreement shall prevail.

tk1sc

Lionakis (Client)



Raymond Swartz, PE, MIES, LEED AP  
Senior Vice President  
Lic. #E15610

Name (Signature Above): \_\_\_\_\_  
Title: \_\_\_\_\_  
Client Project No.: \_\_\_\_\_

Attachments **Professional Service Agreement**  
**EXHIBIT A - PROJECT DESCRIPTION**

**EXHIBIT C - ENGINEERING AND CONSULTING SCOPE OF SERVICES DESCRIPTIONS**  
**EXHIBIT C(MEP) - MEP ENGINEERING SCOPE OF SERVICES**

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**EXHIBIT A - PROJECT DESCRIPTION**

**Description of Project**

Project Name: BVCHD - New Hospital Campus (202314179d)  
Address: 41870 Garstin Dr.  
City / State: Big Bear Lake, CA

Project Type: Healthcare: Acute Care Hospital, Central Utility Plant, ED, ICU, Kitchen/Dietary, and Master Planning

Square Footage: 45,000

Project Description: Programming Efforts for new greenfield construction of a rural critical care hospital in Big Bear Lake, CA

-----END-----

**EXHIBIT C – ENGINEERING AND CONSULTING SCOPE OF SERVICES DESCRIPTIONS****Professional Services**

We will provide full-service engineering / consulting services.

**Engineering / Consulting Basic Scope of Services Options**

Based upon the indicated Professional Services, the following specific Scope of Services options are included in this scope.

Scope Included	Basic Engineering / Consulting / Design Service Description
<input checked="" type="checkbox"/>	Mechanical Engineering services.
<input checked="" type="checkbox"/>	Electrical Engineering services.
<input checked="" type="checkbox"/>	Plumbing Engineering services.
<input type="checkbox"/>	Structural Engineering services.
<input type="checkbox"/>	Architectural Lighting Design services.
<input type="checkbox"/>	Utility Company Coordination services.
<input type="checkbox"/>	Energy & Sustainability Consulting services.
<input type="checkbox"/>	Fire Protection Engineering services.
<input type="checkbox"/>	Renewables services.
<input type="checkbox"/>	Technology System Design services.
<input type="checkbox"/>	Structured Cabling System Design services.
<input type="checkbox"/>	Audio / Visual System Design services.
<input type="checkbox"/>	Electronic Access Control Design services.
<input type="checkbox"/>	Emergency Responder Radio Coverage System Design services.
<input type="checkbox"/>	School Integrated Communications System Design services.
<input type="checkbox"/>	Synchronized Clock System Design services.
<input type="checkbox"/>	CATV/MATV System Design services.
<input type="checkbox"/>	Video Surveillance System Design services.
<input type="checkbox"/>	Intrusion Alarm Design services.
<input type="checkbox"/>	Nurse Call System

**Project Specific Scope Clarifications**

1. Provide services and meeting attendance per Exhibit A & B received on 11/15/23 provided by owner for Programming Phase MEP Design Services only.

**Engineering / Consulting Sub-Consultants**

Sub-consultants are not proposed for this project.

**Engineering / Consulting Design and Construction Administration Phases**

Phases Included	Phase Descriptions
<input checked="" type="checkbox"/>	Feasibility / Programming Phase services.
<input type="checkbox"/>	Schematic Design Phase services.
<input type="checkbox"/>	Design Development Phase services.

<input type="checkbox"/>	Construction Document Phase services (includes Building Department services).
<input type="checkbox"/>	Construction Administration Phase services (includes Bidding services).

**Engineering / Consulting Design Phase Meeting(s)**

Design Meeting(s): Four

**Construction Administration Phase Visit(s)**

CA Visit(s): N/A

**Engineering / Consulting Permit Packages and Construction Phase(s)**

Number of Permit Package(s): N/A

Number of Construction Phase(s): N/A

**LEED Design and Certification**

Although we can provide these services, this scope of work does not include design or commissioning related scope efforts in pursuit of a LEED certification.

**Building Information Model (BIM) Services**

Our scope of work includes our assistance in creating a Building Information Model (BIM) per the requirements of AIA Document E202™ - 2008. As the Model Element Author (MEA) for the in-scope Model Element (ME), we will develop the BIM using the Autodesk Revit program to a level of development summarized in tk1sc BIM Appendix (available upon request). In no event will the ME contain a LOD over 300. tk1sc BIM is approved only for the selected uses below:

### Standard BIM Uses

X	Design Authoring	X	Design Reviews / Model Reviews	X	Design Model 3D Coordination / Clash Detection
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### Additional BIM Uses

X	Existing Conditions Modeling	X	Asset Management	X	Design Model 3D Coordination / Clash Detection
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For definitions of BIM uses reference tk1sc BIM Appendix.

It is understood that while the specific Model Elements may include data that exceeds what is required by the LOD descriptions listed in tk1sc BIM Appendix, Model Users and subsequent Model Element Authors may rely on the accuracy and completeness of a Model Element consistent only with the content required for the specific LOD listed in tk1sc BIM Appendix. Any client changes to the Model Element Table LOD requirements, beyond what is defined in tk1sc BIM Appendix, may incur additional fees.

### Reliance on Model Elements

Any use of, or reliance on, a Model Element inconsistent with the LOD indicated within the model element table by subsequent Model Element Authors or Model Users shall be at their sole risk and liability to the new Model Element Author / Model Users.

At any Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Elements only to the extent consistent with the minimum data required for the Model Element's

LOD for that Project Milestone. Content of a specific Model Element includes data that may exceed the minimum data required for the identified LOD. For tk1sc LOD definitions and model element table, reference tk1sc BIM Appendix.

AutoCAD Projects that require a Revit Coordination Model deliverable, shall rely on the "AutoCAD Coordination Model Element Table" presented in the tk1sc BIM Appendix.

### Client Model Update Frequency and Timing

This agreement assumes that the client provided model updates will be using file sharing websites to exchange drawings and models once every two weeks for the length of the project schedule. Additional model updates that occur beyond the two-week interval are subject to an additional service. Our scope of services assumes the model will be "frozen" with no model updates being issued when the project is within – three business day of a project milestone deliverable.

**3D Clash Coordination/Clash Detection**

Where tk1sc is required to provide 3D coordination or Clash Detection models to the client, coordination elements will uphold the minimum tolerances listed within the tk1sc BIM Appendix. tk1sc can only perform 3D coordination or Clash detection with model elements authored from a 3D Design Authoring software. Attendance at or participation in Client BIM Coordination/Clash detection meetings is to include zero meetings and be attended by zero team member(s), as part of this scope of work. Attendance at Contractor(s) BIM coordination/Clash detection meetings is not included in this scope of services.

**tk1sc-to-Contractor Model Transfer**

tk1sc is responsible for model elements within their scope of work. Models that will be delivered to the Contractor(s) for continued development will be owned by the Contractor(s) from that point forward. The use of Contractor specific software is not included in this scope of work.

**Record Drawing Drafting Services**

Although we can provide these services, this scope of work does not include any CAD/BIM drafting of as-built conditions.

**Commissioning Scope of Services**

Although we can provide these services, this scope of work does not include in any commissioning efforts or services. Our basic engineering services includes any required coordination and BOD documentation as required by a third-party commissioning agent.

-----END-----

**EXHIBIT C(MEP) – MEP ENGINEERING SCOPE OF SERVICES****A. Feasibility & Programming Phase:**

1. Confer with the Architect, Owner, and other Consultants to discuss project goals.
2. Visit the site to observe existing spaces and discuss utility requirements.
3. Attend information gathering meetings, (see Exhibit C for the number of meetings per user group, and the number of user groups), to discuss and establish project program requirements and discuss preliminary design criteria.
4. Prepare preliminary recommendations for appropriate infrastructure systems to meet the project programming requirements.
5. Prepare summary information in matrix format and assist in preparation of Owner Project Requirements in narrative format.
6. Attend meeting to present findings to Owner.

**B. Optional Additional Services Available at an Additional Fee:**

1. Structural engineering.
2. Temporary power design / documentation.
3. Submittal of any documents to any governmental agencies.
4. Value engineering services if the in-scope construction costs are within budget.
5. Services resulting from significant changes in the scope of the project's features. The building department submittal documents are considered final design documents. Design changes after submittal to the building department are not included in this proposal. Minor revisions as required due to the normal evolution of the project are included.
6. Preparation or submittal of detailed photometric reports unless specifically required by the local governmental agencies.
7. Early procurement packages separate from the construction document packages.
8. Opinions of probable cost.
9. Out of area travel.
10. Evaluation of feasibility of proposed enhancements above building standard HVAC systems (e.g. thermal storage, co-generation, etc.) not documented.
11. Piped fluids for laboratories.
12. Above building standard waste (e.g., acid waste) for laboratories.

**C. Services Not Included:**

1. All backgrounds, and requested architectural details, are to be provided by the Architect in CAD “.dwg” or “.rvt” format.
2. Any street lighting / signalization drawings or specifications.
3. Detailed cost estimates – although coordination with the project's cost estimator is included.
4. Dimensions and elevations for in-scope devices. This proposal assumes that all critical dimensions of all scope related devices will be documented on the architectural drawings.
5. Off-site work.
6. Plan Check fees, Permit fees, Utility Company fees, or fees of any kind.

7. Rational analysis for smoke control management systems.
8. Plumbing site utilities 5'-0" outside of building.
9. Irrigation systems.
10. Site gas piping upstream of public utility meter.
11. Investigation of base shell systems to determine deficiencies (e.g., capacity, acoustic, operational, etc.).
12. Infrastructure changes (e.g., central plant, utility distribution, primary air distribution, etc.).
13. Detailed / comprehensive evaluation and/or formal written report outlining the impacts of applicable local codes and ordinances. Applicable code research for engineering purposes is included.
14. Design review for projects greater than 50,000 square feet or projects containing "complex mechanical systems", in accordance with the requirements of the 2019 CEC Title-24 Standards.
15. Physical inspection and/or inventory of any existing equipment and/or systems.
16. Food service engineering (infrastructure for food service equipment included).
17. Pool / Water Feature Consulting (infrastructure services for pool / water feature are included).
18. Involvement with removal of hazardous materials.
19. Architectural design services.
20. Dewatering systems.
21. Storm water capture, management, and treatment systems design.
22. Contracting.

-----END-----



November 29, 2023

## FOODSERVICE DESIGN AGREEMENT

This agreement between **Webb Foodservice Design** and

**Lionakis**  
2050 Main Street, Suite 400,  
Irvine, CA 92614

**Webb Foodservice Design** agrees to furnish Design Services for:

**Bear Valley Community Health District**  
BVCHD Replacement Hospital  
Big Bear Lake, CA

## PROJECT DESCRIPTION & SCOPE:

Lionakis has requested a foodservice design proposal from Webb Foodservice Design (Webb) for the BVCHD Replacement Hospital project. This fee proposal is based on our understanding of the following project assumptions as listed below:

- **Project Scope:** The existing hospital opened in 1974, after the District was formed under the California Local Health Care District Law in 1970. The facility has had no major expansion or updates during its operation, causing it to receive a SPC-2 rating. The 30-bed facility currently serves as an acute care hospital (9 beds) with standby emergency department and skilled nursing facility (21 beds). The replacement hospital project will include design of an approximately 28,000 sf, 20-bed acute care licensed hospital.
- **Foodservice Scope:** The existing hospital serves 9 acute beds and 21 skilled nursing beds. This facility will remain as a skilled nursing facility of 30 beds. The new replacement hospital will serve 20 acute beds. The dietary kitchen in the new building will provide meals for all acute and skilled nursing beds. It will also include a café for visitors and staff.
- **Foodservice Size (assumed):**
  - Kitchen (BOH): 4,000sf
  - Servery: 1,200 sf
  - Dining & Seats: 600 sf (33 seats)
- **Project Size:** 40,000 – 45,000 sf
- **Population Served:** Acute and skilled nursing patients
- **Project Completion Date:** Must be complete and licensed by March 2029.
- **Project Delivery Method:** Design Bid Build
- **Agency Approvals:** HCAI, CDPH, County Health

**Foodservice  
Design**

P 714.508.1880  
1530 S. Lewis St.  
Anaheim, CA 92805  
webbfdsd.com

Significant changes beyond the assumptions listed above will require additional services.

Webb will work in collaboration with the design team and project stakeholders for the development of the foodservice design. We will provide foodservice design documents to include plans, equipment specifications and budget costing. All drawings will be developed and modeled in Revit (LOD-300) format. Revit BIM 360 is available upon request.

---

#### **PRE-DESIGN/ PROGRAMMING PHASE:**

- Participation in meetings with project stakeholders:
  - Virtual Meetings: 1 (via video conference)
- Participate in a programming meeting with key stakeholders to identify strategic planning issues affecting the project, discuss vision, and operational methods.
- Participate in a project kick-off meeting with design team.
- Develop goals and objectives (guiding principles) for the food program.
- Gather existing data that informs the demand and capacity of the food program.
- Develop a demand and capacity study to include:
  - Daily participation
  - Peak meal period
  - Seating requirements
  - Serving points
- Review operational and service models with end users.
- Benchmark analysis and design methodology based on existing projects for sizing and developing general foodservice space allocations.
- Develop a foodservice space needs matrix identifying square footage requirements for back of house, front of house, and dining.
- Develop a foodservice flow diagram identifying major spaces and adjacency requirements.
- Identify requirements for service: loading, receiving and waste handling.
- Collaborate with design team to determine food service location and impact to site and infrastructure.
- Develop a concept test fit plan for the kitchen, serving, and dining areas. (2 options)
- Provide conceptual ideas that describes the serving & dining experience.
- Basis of design narrative (with major equipment systems).

**Attachment A:** Scope of Work  
**Project:** Bear Valley Community Healthcare District, Big Bear Lake, California  
**Date:** 29 November 2023

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## INTRODUCTORY NOTES

***Heliplanners bases our Scope on a turnkey (full-service) approach to the planning and regulatory compliance processes. Most clients desire this approach as it places their project's aeronautical aspects in the hands of true aviation specialists.***

**Note 1:** A Heliport is defined by the Federal Aviation Administration (FAA) as “The area of land, water, or a structure used or intended to be used for the landing and takeoff of helicopters, together with appurtenant buildings and facilities”. Other common terms include helistop, helipad, etc. The FAA and Caltrans Aeronautics Program do not draw distinction, nor vary criteria based on these terms. For this reason, we use “heliport” herein for *all* helicopter landing facilities and associated protected airspace. We often use “helideck” when referring to a heliport elevated above a roof or on a freestanding structure.

**Note 2:** Heliplanners does not employ registered engineers or architects. We are an aviation planning firm experienced with well over 450 heliports throughout the country and internationally over the past 36+ years. We specialize in the aeronautical aspects of your project, including full liaison with aviation agencies (Federal Aviation Administration, Caltrans Aeronautics Program, Airport Land Use Commission, etc.). Since we are not registered architects or engineers, we do not prepare construction drawings or specifications. We review and provide comments on the design team's documents to ensure that FAA criteria continue to be met throughout design and construction phases. We also prepare a detailed **Heliport Layout Plan (HLP)** (not a construction document) for agency application packages, design team reference and permanent owner records.

**Note 3:** Heliplanners does not cover agency processing fees or deposits. When needed, our client must provide us with a check payable to the agency for the required amounts. We provide the client's check with the application package. Depending on project timing and needs, permitting tasks can be spread among different phases. Therefore, while we show these tasks during the Agency Review phase, they may start during Design Development and continue through Construction Administration.

***On the following pages, we have itemized tasks specific to this project. We base our project budget on these tasks. We ask that you review our scope thoroughly and contact us immediately if our understanding of your needs differs from yours. If so, we can discuss adjusting our scope and budget.***

We call your attention to certain color-coded features of our Scope of Work:

***We highlight Heliplanners' primary deliverables in red.*** Of course, there would be many minor deliverables throughout the project in the form of emails, memos, etc.

***We highlight meetings, site visits, agency meetings and/or public hearings requiring Heliplanners' travel in blue.***

**Phase 1: Pre-Design/Programming**

- **Project start-up** - Heliplanners would establish project files. Our client shall make available to us relevant site plans, grading plans, architectural plans, landscape plans, maps, etc. as pertinent to our work. To the extent possible, key files should be provided in .dwg and .pdf formats.
- **Initial site familiarization visit & project team meeting** - Heliplanners would attend a site visit and familiarization meeting and with our client, owner, and design team. We would photographically document the site and surroundings for reference. Key goals would be to assess site development potential; to discuss physical, operational, and regulatory requirements; and to establish clear goals, lines of communication, and responsibilities of individual team members. Specific planning decisions include:
  - Frequency and types of flights to be accommodated.
  - Design helicopter for compliance with dimensional and load-bearing criteria
  - Preliminary flight path alignments based on prevailing winds, airspace obstruction-clearance criteria and sensitive land uses, etc.

During our initial site visit, Heliplanners would meet with local planning staff if needed to discuss permitting requirements and procedures, fee schedules, setbacks, etc. related to the heliport.

We would also contact local helicopter operators to fully understand the equipment they are currently flying, future acquisition plans, etc., to determine the proper design helicopter.

- **Survey data** -- If appropriate to the project, Heliplanners would identify objects (buildings, trees, power lines, light standards, roadways, etc.) needing to be surveyed for airspace obstruction-clearance purposes. Heliplanners would prepare a **Survey Data Request Memo** for our client to provide to its surveyor. The surveyor must provide data to Heliplanners in .dwg and .pdf format and in plan view, with accurate horizontal locations and top elevations expressed as feet above mean sea level (AMSL) as opposed to height above ground level (AGL).
- **Base map** – Starting with CAD files provided by other team members and survey information discussed above, Heliplanners would develop a base map for use in optimizing the heliport's location, elevation, flightpath alignment and airspace obstruction-clearance issues. We would continually update this exhibit, which would evolve into our Heliport Layout Plan (for use in agency application packages) as the design matures.
- **Alternative heliport concepts and location** -- To the extent warranted by the project, Heliplanners would assist the project team to identify, assess and prioritize alternative heliport development scenarios. These options can include different heliport locations. They can also include different development concepts including at-grade, elevated on a berm, elevated on a free-standing structure, rooftop, above a parking structure or on an ambulance canopy.
- **Heliport Site Selection Memo** – Heliplanners would prepare a summary of all identified heliport development concepts with graphics as appropriate to the discussion. We would recommend a preferred alternative for the project team and owner's consideration.

# BVCHD

Replacement Hospital

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**Proposal for Cost Management Services**

January 31, 2024



350 South Grand Avenue  
Suite 1900  
Los Angeles, CA 90071  
O: +1.213.408.4518  
[cumming-group.com](http://cumming-group.com)

Date: January 31, 2024

**Ben Wilkerson**

Senior Associate

Lionakis

2050 Main Street, Suite 400

Irvine, CA 92614

Phone: D (949) 383-5528; M (949) 283-3294

Email: [Ben.Wilkerson@lionakis.com](mailto:Ben.Wilkerson@lionakis.com)

**Proposal No: 23-2808**

**Re: Bear Valley Community Hospital District – Replacement Hospital**

Dear Ben,

Thank you for the opportunity to propose our services on this project. We look forward to showcasing our in-depth local market knowledge, proactive approach, and expertise as professional accredited estimators/ chartered quantity surveyors. Specifically, our team brings:

- **A Demonstrated Process** – We employ an established approach to providing commercial management advisory services. The collective knowledge and understanding of development, design, construction, and the overall delivery of commercial construction projects has led to repeat consulting assignments all over the world. Specifically, our comprehensive cost plans are developed from first principles and encompass both qualitative and quantitative analyses, providing critical insight into each project.
- **Extensive Local Experience** – Our local team has successfully managed thousands of assignments on projects for clients in a variety of sectors throughout California. We are currently engaged in several large-scale developments throughout Los Angeles and continue to be a respected and trusted advisor to owners and developers across the region.
- **National and Global Reach** – Cumming has an extensive portfolio of completed projects spanning the globe, and our nationwide footprint of office locations are unrivaled throughout the industry. With 36 offices worldwide, our firm's portfolio includes over \$40 billion of program, project, cost, and controls management around the country.

We hope we have captured your intentions with this proposal and look forward to working with you and the team on this project. Should you have any questions, please feel free to contact us at any time. We thank you for the opportunity and your consideration.

Best Regards,

**Albert Misajon**

Associate Director

Cumming Management Group, Inc

C: 213.222.7910 | [amisajon@cumming-group.com](mailto:amisajon@cumming-group.com)

**Proposal No: 23-2808**

## Section A

### 1. Project Overview

- 1.1. The project consists of constructing a new single story general acute care hospital building, ranging from 40,000sf to 45,000sf, on a 5.4-acre site. The hospital program includes a full “basic 8” services and features; standby ED; shelled space for future growth and expansion; food service to support SNF; onsite helipad and patient drop-off and pick-up; mobile imaging trailer connection and staging area.
- 1.2. Site work.

## Section B

### 2. Scope of Work

- 2.1. Cumming will provide cost estimating services in the following design milestones:
  - (a) Programming
    - 2.1.a.1.1. Prepare statement of probable cost based on program areas / concept design for 1 or 2 options.
    - 2.1.a.1.2. Coordinate with the design team to outline the cost report and gain understanding of project objectives.
    - 2.1.a.1.3. The level of detail for the estimate shall be consistent with the degree of completeness of the drawings being submitted, ie if construction elements is shown, it must be priced.
    - 2.1.a.1.4. For projects with multiple buildings or phase, prepare a model for each building and phase.
    - 2.1.a.1.5. The cost manager shall provide market related advice on construction cost, soft costs, and escalation to assist in the establishment of budget for the Project.
  - ~~(b) Schematic design and value engineering NIC~~
  - ~~(c) Design development and reconciliation NIC~~
  - ~~(d) Construction document and reconciliation NIC~~
  - ~~(e) Plan check NIC~~
  - ~~(f) Bid Analysis NIC~~

## EXHIBIT C

### SCHEDULE OF SERVICES

		District's Duties	A/E team Duties		Additional Services
			Basic Services	Supplemental Services	
Project Administration Services (throughout all phases)					
1.1	Consultants Retained By District:				
	- Geotechnical Investigation, Geo- Hazard, Haz- Mat, Construction Mgrs., Financing, Energy Mgmt., Schedule & Claims Analysts, Legal, Financing, Inspectors, and Others	√			
	- Management of District's Consultants	√			
1.2	Consultants Retained by Architect:				
	- Structural Design		√		
	- Seismic Bracing (Deferred Approval)				√
	- Mechanical & Plumbing Design		√		
	- Fire Sprinkler Design			√	
	- Electrical Design		√		
	- Fire Alarm, and Low Voltage Design			√	
	- Civil Design (Site Improvements and Utility)		√		
	- Topographical/Boundary Survey			√	
	- Subsurface Dry Utility Lines			√	
	- Heli-Stop Design			√	
	- Landscape & Irrigation Design		√		
	- Interior Design			√	
	- Medical Equipment Planning			√	
	- Medical Gas Design			√	
	- Food Service Design			√	
	- Acoustical/ Vibration Reduction Design			√	
	- Audio Visual Design			√	
	- Technology System Design, Patient Entertainment & Monitoring			√	
	- Nurse Call System			√	
	- Security System			√	
	- IT & Communications			√	
	- Pneumatic Tube System			√	
	- Furniture Design			√	
	- Art				√
	- Building Assembly Specialists (Waterproofing, Envelope, Etc.)			√	
	- Vertical Transport (if applicable)				√
	- Sustainability Design (i.e., LEED Well, Etc.)				√
	- Cost Estimating			√	

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
REPLACEMENT HOSPITAL PROJECT  
EXHIBIT C – SCHEDULE OF SERVICES**



	- Management of Architect's Consultants		√		
	- Project Coordination with District's Consultants & Vendors		√		
1.3	Project Communications				
	- Develop/Implement a Community Relations & Public Information Plan	√			
	- Regular Board Meeting Attendance		√		
	- Special Board Presentations & Community Meetings	√			√
	- Special Status Reports To Board	√			
	- Establish & Maintain Project Web Page	√			
1.4	Project Administration Meetings				
	- As Required for A/E Basic Services (Per Architect's Scope of Services)		√		
	- Other Than Required for A/E Basic Services				√
1.5	Agency Consultations/Approvals				
	- HCAI:		√		
	- Building & Systems				
	- FAA & State Agencies:			√	
	Heli-Stop Approval (As Required)				
	Local City:		√		
	- Planning Approval (and Others Required By City for the Project)				
	- Lot Line Adjustments (if Required)				
	- Grading Permit				
	- Site Improvements & Utilities				
	City Encroachment Permit For Utility Connection				√
	- County Approvals:			√	
	- Health Department Approval of Commercial Kitchen				
	- Prepare Applications, Supporting Documents, and Submit (as Applicable to A/E)		√		
	Pay Agency Fees	√			
<b>Programming, Planning &amp; Evaluation Services</b>					
2.1	Special Investigations				
	- Geotechnical & Soils Engineering	√			
	- Hazardous Materials Reports & Studies	√			
2.2	Investigation of Unknown Existing Conditions				
	- Property Survey Measurements		√		
	- On-Site Utility Studies (Locations, Condition, Capacity, Etc.)		√		
	- Off-Site Utility Studies (Locations, Condition, Capacity, Etc.)				√
2.3	Develop Detailed Program				
	- Design Criteria & Standards	√			
	- Detailed Space/Adjacency Programming		√		
	- Food Service Plan/Program			√	
	- Equipment Program			√	
2.4	CEQA & NEPA Studies				
	- Ecological Studies & Mitigation Measures	Lead	Assist		
	- Traffic, Noise, off-Site Parking, Etc.	Lead	Assist		

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
REPLACEMENT HOSPITAL PROJECT  
EXHIBIT C – SCHEDULE OF SERVICES**

<b>Schematic Design Services</b>					
3.1	Review of Program & Budget		√		
3.2	Field Verification of Existing Conditions		√		
3.3	Code Documentation & FLS Plan		√		
3.4	Schematic Building Floor & Roof Plans		√		
3.5	Preliminary Sections & Elevations		√		
3.6	Preliminary Interior Elevations of Key Spaces		√		
3.7	Preliminary Room Data		√		
3.8	Preliminary Selection of Systems & Materials		√		
3.9	Develop Approximate Dimensions & Areas		√		
3.10	Preliminary Plans of Primary Systems - Structural, Mechanical, Electrical & Plumbing		√		
3.11	Preliminary Civil & Landscape Plans		√		
3.12	Outline Specifications of Major Materials, Systems & Equipment		√		
3.13	Functional Program and Basis of Design Document Outline		√		
3.14	Construction Cost Estimates - Probable Construction Cost				
	- Cost Estimate			√	
	- Value Engineering		√		√
3.15	Presentation Models and/or Renderings (Virtual)				√
3.16	In-House Constructability Reviews				√
3.17	USDA Loan Funding				
	- Preliminary Architectural Report (PAR)	Lead	Assist	√	
<b>Design Development Services</b>					
4.1	Cover Sheet, Code Documentation & FLS Plan		√		
4.2	Floor & Roof Plans, Sections, Interior & Exterior Elevations		√		
4.3	Development of Civil Plans		√		
4.4	Development of Landscape Plan		√		
4.5	Typical Construction Details for Building & all Systems		√		
4.6	Equipment Layout & Schedule			√	
4.7	Development of Drawings for all Systems See line #1.2 for Additional Information		√		
4.8	Preliminary Technical Specifications		√		
4.9	Preliminary Interior Design (Fixed Furniture, Furnishings & Equipment Included within Construction Contract)			√	
4.10	Coordinate Furniture, Furnishings and Equipment not Included within Construction Contract			√	
4.11	Construction Cost Estimates - Probable Construction Cost				
	- Cost Estimate			√	
	- Value Engineering		√		√
	- Reconcile with GC's Cost Estimate			√	
4.12	Presentation Models and/or Renderings (Virtual)				√
4.13	In-House Constructability Reviews				√

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
REPLACEMENT HOSPITAL PROJECT  
EXHIBIT C – SCHEDULE OF SERVICES**

<b>Construction Documents Services</b>					
5.1	Cover Sheet, Code Documentation & FLS Plan		✓		
5.2	Preparation of Full Building Construction Plans		✓		
5.3	Prepare Color Boards			✓	
5.4	Final Technical Specifications		✓		
5.5	Prepare Conditions of the Contract (Divisions 0 & 1)	Div 0	Div 1		
5.6	TIO Preparation		✓		
5.7	Construction Cost Estimates; Probable Construction Cost				
	- Update of DD Phase Unit Cost Estimate @ 60% CD's			✓	
	- Detailed Cost Estimate			✓	
	- Value Engineering		✓		✓
	- Life-Cycle Cost Analysis				✓
5.8	Preparation of Agency Applications and Permit Submission		✓		
5.9	Address Agency Comments and Seek Approvals		✓		
5.10	Collection and Distribution of Approved Documents		✓		
5.11	Presentation Models and/or Renderings (Virtual)			✓	
5.12	In-House Constructability Reviews				✓
5.13	Hazardous Materials Identification/Determination of Mitigation Measures	✓			
5.14	Graphics & Signage Design				
	- Fire/Life Safety Graphics & Signage		✓		
	- Other Graphics, Wayfinding & Signage			✓	
5.15	Virtual and Mock-Up Services (Workstations, Patient Room Design, Etc.)	✓			✓
<b>Procurement Services</b>					
6.1	Advertisement to Potential Bidders	✓			
6.2	Pre-Qualification of Bidders	✓			
6.3	Pre-Bid Conferences	Lead	Assist		
6.4	Distribution of Bidding Documents (Electronic Format)	Lead	Assist		
6.5	Distribution of Special Bidding Addenda	Lead	Assist		
6.6	Response to Bidders' Questions & Provide Clarifications		✓		
6.7	Report Bidding Result Identify Apparent Low Bidder	✓			
6.8	Bid Dispute Resolution	✓			
6.9	Contract Award Processing, Issue Notice To Proceed	✓			
<b>Construction Administration Services</b>					
7.1	Plan & Manage Move-In & Move-Out Activities Including Temporary Facilities	✓			
7.2	Site Visits/Observation				
	- Scheduled Meetings (as Quantified in Scope of Services)		✓		
	- Additional Meetings				✓
7.3	Timely File with DIR the PWC-100 Form Re Labor Compliance & Notice of Award	✓			

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
REPLACEMENT HOSPITAL PROJECT  
EXHIBIT C – SCHEDULE OF SERVICES**

7.4	Coordination of Other Construction Activities				
	- Removal of Existing Elements On Site	√			
	- Moving of Utilities Underground		√		
	- Utility Hookups		√		
7.5	Submittals & Substitutions				
	- Review and Respond to Contractors' Proposed Submittal Schedules		√		
	- Receive, Process, Distribute Submittals, Shop Drawings, & Substitutions		√		
	- Review Submittals and Shop Drawings		√		
	- Review Proposed Substitutions (as allowed by specifications)		√		
7.6	Requests For Information/Clarifications				
	- Receive, Process & Distribute Requests		√		
	- Evaluate & Respond to Requests		√		
7.7	Change Orders				
	- Receive, Process & Distribute Change Orders		√		
	- Changes Stemming from A/E Documents		√		
	- District, Contractor & AHJ Initiated Changes				√
7.8	Coordination with Agencies for Plan Revisions		√		
7.9	Administer HCAI's TIO		√		
7.10	Coordinate with District's IOR(s)		√		
7.11	Testing and Inspection Administration	√			
7.12	Maintain Official Construction Logs				
	- Change Order Log		√		
	- Request For Information (RFI) Log		√		
	- Non-Material Alterations (NMA) Log		√		
	- Submittal Log		√		
	- HCAI PAD Logs		√		
7.13	Contract Cost Accounting; Review Only				
	- Maintain Records of Payments	√			
	- Coordinate & Assemble Contractors' Payment Applications	√			
	- Review & Process Contractors' Payment Applications		√		
7.14	Interpretations & Decisions				
	- Relating to Construction Documents/Specifications		√		
	- Relating to General Conditions	√			
7.15	Project Closeout				
	- Preliminary & Final Punch Lists		√		
	- Determination of Payment Withholdings		√		
	- Issuance of Certificates of Substantial Completion		√		
	- Securing & Receipt of Sureties	√			
	- Receipt & Review of Warranties & Manuals		√		
	- Receipt & Review of Waivers of Liens	√			
	- Issuance of Final Certificates of Payment		√		
	- Project Closeout with HCAI & Other Agencies		√		
7.16	Construction Tours				√

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**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
REPLACEMENT HOSPITAL PROJECT  
EXHIBIT C – SCHEDULE OF SERVICES**

<b>Post-Construction &amp; Facility Operation Services</b>					
8.1	Record Drawings				
	- Develop Record Drawings Based on Contractor Supplied Information		√		
	- Review Contractors Record Drawings for Completeness				√
	- Compile Drawings & Forward to District		√		
	- Update Contract Documents to Incorporate Changes				√
8.2	Warranty Review				√
8.3	Detailed Analysis or Response to Contractor Claims Not Due to Fault of Architect				√
8.4	Staff Training (Operating & Maintaining Equipment & Systems)				√
8.5	Post-Construction Facility Reviews				
	- Post Occupancy Facility Review Meeting				√
	- Document Defects Or Deficiencies				√
	- Prepare Instructions to Contractors for Correction of Defects				√
8.6	Project Promotion	√			
8.7	Community Tours				√

## EXHIBIT D

### **USDA SUPPLEMENTAL CONDITIONS TO THE AGREEMENT BETWEEN OWNER AND ARCHITECT**

The Provisions of this document shall delete, modify and supplement the provisions contained in the Agreement Between Owner and Architect in force for the project. The provisions contained in this document shall supersede any conflicting provisions of the Agreement. The term "Agency", as used in this document, shall mean the United States of America, acting through the United States Department of Agriculture.

A The following items required by the Agency are hereby incorporated into the Agreement:

A1 Architect's Basic Services

A1.1 The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and shall review the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development/ Construction Documents.

A1.2 The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be reasonably necessary.

A2 Construction Documents Phase Services

A2.1 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief that the Drawings and Specifications are in conformance with the applicable development standard as defined in Agency regulations, including 7 CFR 1942-A at 1924.18 and in accordance with the guidance at RD Instruction 1924-A, Guides 17, 18 and 19 (available here: <https://www.rd.usda.gov/files/1942a.pdf>) as they apply to the Architect's work. Such certification shall be evidenced by execution of Form RD 1924-25, Plan Certification.

A2.2 Prior to advertisement for bids, the Architect shall provide an electronic copy in .pdf format of Construction Documents for review and use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained.

A2.3 The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.

A3 Bidding or Negotiating Phase Services

A.3.1 In addition to the electronic copies of Construction Documents originally issued by the Owner to builders exchanges and other locations available to the public, the Architect shall be responsible for furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and may charge them a reasonable cost for such copies.

A4 Construction Phase Services

A4.1 The Architect's duties terminate at the expiration of the period of correction of the work described in the construction contract. The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction, including a review of the project during the 11<sup>th</sup> month after the date of substantial

completion. If necessary, the Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period and such services may be charged as an added service, subject to prior approval by the Owner.

A4.2 Upon award of the construction contract, the Architect shall furnish to the Owner one hard-copy set of Construction Contract Documents for execution plus one electronic copy. The costs of these sets shall be included in the compensation to the Architect.

A4.3 The Architect shall facilitate and moderate a Preconstruction Conference in consultation with the Owner and Agency. The Preconstruction Conference shall include, at a minimum, representatives of the Owner, Architect, Contractor, Agency and Project Manager (if applicable). The Architect shall create and distribute a meeting Agenda which shall include the Agency agenda, which will be provided to the Architect prior to the conference. If agreed by all parties, the conference may occur remotely.

A4.4 The Architect shall visit the site at least monthly and such site visits shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Electronic copies shall be furnished to the Owner, Contractor, and the Agency.

A4.5 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Electronic copies of tests results shall be furnished to the Owner, and the Agency.

A4.6 The Architect's duties shall include review of contractor change orders and draw requests. The Owner, with the assistance of the Architect, shall obtain Agency concurrence on all Certificates of Payment before payment is made. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the work.

A4.7 The Architect shall be responsible to indicate completion of the project. The Architect shall conduct a site visit prior to the issuance of the Certificate of Substantial Completion to identify that, to the Architect's best knowledge, information, and belief, the work is in sufficient conformance with the Construction Documents so that the Owner can occupy or utilize the work for its intended use or the Architect shall submit a written report of work to be completed or corrected to the Owner, the Agency, and the Contractor prior to final acceptance. The Architect shall notify the Agency of the site visit, allowing reasonable time for the Agency's representative to attend. Prior to submitting the final Certificate for Payment, the Architect shall confirm to the Owner and Agency that all previously noted work to be completed or corrected has been completed or corrected in accordance with the contract documents.

#### A5. Supplemental Services

A5.1 The Architect shall review the project cost estimate for reasonableness and shall provide a statement to the Owner and Agency summarizing that review.

A5.2 Architect's services shall include and costs shall be included for the following:

- a) Review of the project Cost Estimate for reasonableness.
- b) Monthly on-site project representation
- c) As-Constructed Record Drawings (in electronic format) to be provided to the Owner and Agency.

A6. Owner's Responsibilities.

A6.1 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The owner shall provide information on requirements and procedures of the agency. See also Article A2.1.

A7. Termination or Suspension:

A8.1 Should the project be suspended for any period and for any reason, when the Project is resumed, the Architect's compensation may be equitable adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

A8. Miscellaneous Provisions

A8.1 This Agreement and any amendments to the Agreement shall not be in full force and effect until concurred with in writing by an authorized Agency representative. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this document.

A8.2 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for the Agreement. The certification and disclosure forms shall be provided by the Owner.

A8.3 The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

A9. Compensation

A9.1 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as shown below, which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures. Reimbursable expenses, if applicable under the terms of this Agreement, are as follows:

- Transportation and authorized out-of-town travel and subsistence;
- Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- Permitting and other fees required by authorities having jurisdiction over the Project;
- Printing, reproductions, plots, standard form documents;
- Postage, handling and delivery;
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner or required for the Project;
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- If required by the Owner, and with the Owner's prior written approval, the Architect's Consultants' expenses of professional liability insurance dedicated exclusively to this



Project, or the expenses of additional insurance coverage or limits in excess of that normally carried by the Architect's consultants;

- All taxes levied on professional services and on reimbursable expenses;
- Site office expenses;
- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, if applicable;
- Other similar Project-related expenditures.

A10. Signature Block

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, these Supplemental Conditions to the Agreement Between Owner and Architect on the respective dates indicated below.

OWNER:

ARCHITECT:

By \_\_\_\_\_

By \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of the Agreement Between Owner and Architect and the Supplemental Conditions contained herein. The Agency is not a party to the Agreement. Such concurrence merely signifies that the referenced documents are consistent with Agency requirements.

U.S. Department of Agriculture  
Rural Development  
Rural Housing Service

By \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## PLAN CERTIFICATION

(Property Name/Applicants Name and Case Number)	
(Property Address)	(City)
(County)	(State)

**BUILDING**

TYPE:

☐

Single Family

☐

Multi-Family

PLANS:

☐

Original

☐

Modifications

I, \_\_\_\_\_ being a \_\_\_\_\_  
(type or print) (licensed architect, engineer, or authorized building official, etc.)

in the State of \_\_\_\_\_, hereby certify that I have reviewed:

☐

the plans and specifications dated \_\_\_\_\_ prepared by \_\_\_\_\_  
(name of firm or individual)  
for the above property

☐

the thermal performance plans, specifications and calculations dated \_\_\_\_\_  
prepared by \_\_\_\_\_ for the above property  
(name of firm or individual)

☐

the seismic design (plans and specifications) dated \_\_\_\_\_ prepared by \_\_\_\_\_  
\_\_\_\_\_ for the above property  
(name of firm or individual)

☐

modifications listed below, that have been clearly indicated on the drawings and specifications  
dated \_\_\_\_\_ prepared by \_\_\_\_\_ and certified by \_\_\_\_\_  
(name of firm or individual)  
\_\_\_\_\_ and related to the above property  
(name of firm or individual)

**MODIFICATIONS**

EXHIBIT D

Based upon this review, to the best of my/our knowledge, information, and belief, these documents comply with the:

(name and edition of the applicable development standard)

and

(name and edition of the applicable energy standards/requirements in accordance with RD Instruction 1924-A, Exhibit D)

designated as the applicable Rural Development or Farm Service Agency development standards for this project.

I understand the purpose of this certification is to induce United States Government to finance the construction of the above project and plan. I further understand that false certification constitutes a violation of 18 U.S.C. Section 1001 punishable by fine and/or imprisonment and, in addition, may result in debarment from participating in future government programs.

(Signature)

(Date)

(Type or print name)

(Professional Registration No.)

(Title)

(Expiration Date if applicable)

(Area Code + Telephone Number)

USDA  
Form RD 400-6  
(Rev. 2-98)

## COMPLIANCE STATEMENT

This statement relates to a proposed contract  
with \_\_\_\_\_

*(Name of borrower or grantee)*

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

1. I ☐ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I ☐ have, ☐ have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

**EXHIBIT D****NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS  
FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_  
*Signature of Bidder or Prospective Contractor*

\_\_\_\_\_  
*Address (including Zip Code)*

## U.S. DEPARTMENT OF AGRICULTURE

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

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Date

**EXHIBIT D****Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RD Instruction 1940-Q  
Exhibit A-1**CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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(Name)

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(Date)

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(Title)

(08-21-91) PN 171