

LANDMARK HEALTHCARE FACILITIES LLC

**ARCHITECTURAL SERVICES  
AGREEMENT**

BETWEEN

**Landmark Healthcare Facilities LLC**

AND

**Cannon/Parkin Inc. dba Cannon Design**

**AGREEMENT**

Made as of the 23rd of June in the year Two Thousand and Fifteen.

**BETWEEN**

Cannon/Parkin Inc dba Cannon Design ("Architect")  
595 Market Street, Suite 1250  
San Francisco, CA 94105

and

Landmark Healthcare Facilities LLC ("Landmark")  
839 North Jefferson Street, Suite 600  
Milwaukee, Wisconsin 53202

For the following Project:

**Oro Health, New Hospital Wing, Oroville, CA**

An approximately 135,000 gross square foot medical building that will include approximately 125,000 rentable square feet (the "Project") and a two-story connector to the existing Hospital of approximately 10,000 gross square feet. The Project will be located adjacent to the campus of Oro Health in Oroville, CA

Landmark and Architect agree as set forth below.

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES****1.1** Architect's services shall include:

- 1.1.1** Complete architectural/Specifications/Code and life safety,
- 1.1.2** All interior design work for the entire 135,000 gross square feet of project area
- 1.1.3** Structural engineering and design.
- 1.1.4** Mechanical engineering and design.
- 1.1.5** Electrical engineering and design.
- 1.1.6** Plumbing engineering and design
- 1.1.7** Fire protection engineering and design (Performance criteria and specifications only. Office of Statewide Health Planning Development ("OSHPD") documentation to be provided by the appropriate trade contractor).
- 1.1.8** Fire alarm engineering and design (Performance criteria and specifications only OSHPD documentation to be provided by the appropriate trade contractor).
- 1.1.9** Low voltage systems and design (Infrastructure only as part of the electrical design Systems design by selected vendor).

All services provided by the Architect shall satisfy all applicable code requirements subject to the provisions of Article 2 which further define the scope of the Architect's Basic Services and any Additional Services added to this agreement

- 1.2** Architect hereby represents to Landmark that Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that Architect has visited the site for the Project and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed, and that Architect shall correlate its observations of same with all of the requirements of this Agreement.
- 1.3** All services provided by the Architect hereunder shall be performed in a reasonably prompt manner and shall be in accordance with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Architect makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder. The Architect will perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in his office as is necessary to cause the Architect's services hereunder to be timely and properly performed. The Architect shall provide the Owner with prompt written notice if the Architect becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

**1.4** Time is of the essence in this Agreement, provided, however, that all services shall be performed in accordance with the standard of care set forth in Section 1.3. The Architect's services shall be performed as expeditiously as possible in accordance with the Project Timetable attached as Exhibit A and as may be modified in writing by mutual agreement between the Architect and Landmark. Architect acknowledges they can achieve the project milestones in the timeframes established by the Project Timetable while performing their services with professional skill and care.

**1.5** The Architect shall dedicate the following team to the project:

**Kevin Spady - Project Director**

Mark Herman - Managing Principal

Mark Roeser - Client Liaison

Carlos Amato - Planning Leader

Carl Hampson - Design Leader

Jack Poulin - Interior Design Leader

Jim Peschl - OSHPD/Technical Leader

Jay Whisenant - Specifications/QA-QC Leader

The personnel identified above shall remain assigned to the Project unless they leave the employment of Architect or Landmark agrees to their removal. The Architect represents and agrees that Kevin Spady shall be the Principal in charge of the Project, and shall remain actively involved in providing the Architect's services under this Agreement, throughout the performance by the Architect. Architect shall promptly remove from service and promptly replace any employee or consultant of the Architect that Landmark reasonably determines to be unacceptable. To the extent possible, Architect will employ the same personnel, including Principal in charge of this Project, to any future Landmark Project.

**1.6** All communication shall be with Landmark. The Architect shall only discuss Project related activities with a third-party under the direction of Landmark.

**1.7** If a third-party architect is preparing drawings for interior tenant areas, Architect shall cooperate with said architect and, at the direction of Landmark, participate in conference calls. Architect shall provide all CAD files to the tenant architects. Architect shall endeavor to ensure interior tenant areas are adequately coordinated with the shell and core.

**ARTICLE 2 BASIC SERVICES****2.1 Program verification**

- 2.1.1** Develop preliminary Program and validate proposed program square footage for each of the inpatient service lines and administrative areas defined by the Hospital.
- 2.1.2** Establish basic building footprint and Building Shell and Core scheme, site plan and connector consistent with the program requirements as defined above.
- 2.1.3** Attend (2) meetings for conceptual programming with Oro Health
- 2.1.4** Prepare Schematic Design Documents that take into account any applicable code or governmental authority requirements or approvals, address circulation requirements, placement and integration of the Inpatient Service Lines Area and establish basic building footprint and Building Shell and Core scheme. Address any unique space requirements typical with such Inpatient Service Lines. Architect shall modify the Program and Schematic Design Documents until approved by Landmark.

Schematic Design Phase On written Notice to Proceed, Architect shall perform services listed below.

- 2.1.4.1** Become familiar with site conditions by reviewing materials obtained or prepared in the program verification phase
- 2.1.4.2** Obtain digital pictures of the site, surrounding buildings and hospital campus. Forward digital pictures to Landmark with each picture labeled to identify view or area.
- 2.1.4.3** Review existing campus master plans, site plans, building plans, soil boring reports and surveys of the site provided by Landmark
- 2.1.4.4** Obtain information from Landmark's surveyor for utility companies serving the site to identify current and future plans that may impact the Project.
- 2.1.4.5** Obtain information from all governing agencies having jurisdiction over the Project to identify current and future plans that may impact Project.
- 2.1.4.6** Obtain copies of all codes, ordinances and regulations from governing agencies having jurisdiction over the Project.
- 2.1.4.7** Complete Zoning and Site Design Checklist provided in the Owner Manual.
- 2.1.4.8** Complete Building Code Checklist provided in the Owner Manual
- 2.1.4.9** Also include any other authorities having jurisdiction not specifically listed on the form that are unique to this project and location.
- 2.1.4.10** Prepare multiple alternate conceptual site plans, and building footprint

solutions based on the building program, site conditions, and zoning and building code analysis for review and selection by Landmark

- 2.1.4.11 As directed by Landmark, prepare a schematic rendering, colored site plan(s) depicting the Project, existing structures, parking, sidewalks, ingress and egress drives and other features necessary to illustrate the scale and relationship of Project components.
- 2.1.4.12 Based on the Landmark approved site plan and building footprint and any adjustments authorized by Landmark, prepare Schematic Design Documents.
- 2.1.4.13 Attend (4) Schematic Design meetings and (1) entitlement process meeting and make presentations for such, as requested by Landmark.
- 2.1.4.14 Attend weekly progress conference calls to discuss the Project, as requested by Landmark
- 2.1.4.15 Complete Schematic Design Document Checklist provided in the Owner Manual.
- 2.1.4.16 Provide Landmark a consolidated electronic .pdf format file containing all CAD files and drawing sheets of the final approved Schematic Design Documents.
- 2.1.4.17 Drawings shall include all walls, doors, windows, columns, column centerlines, plumbing fixtures, casework and specialty items include in the Shell and Core building
- 2.1.4.18 Provide Landmark with all architectural floor plans for its use in tenant development.
- 2.1.4.19 Landmark may require other drawing files and these shall be provided to Landmark upon request

2.2 Design Development Phase On written Notice to Proceed, Architect shall perform the services listed below

- 2.2.1 Prepare alternate site plans, floor plans, demolition plans, exterior elevations and three dimensional image sketches consisting of drawings illustrating the scale, materials and relationship of building components for review, comment, and approval by Landmark.
- 2.2.2 Provide progress sets of Design Development Documents for Landmark's quality assurance review, in accordance with the Owner Manual and the Project Timetable.
- 2.2.3 Prepare color presentation drawings in high-resolution .tif and .jpg file formats including landscaped site plans, shell and core floor plans, exterior building elevations, interior lobby perspectives, and exterior building perspectives as required by Landmark. Interior lobby perspectives shall include facing entrance, facing interior from the front entrance, and facing both side walls. Update presentation drawings as requested by Landmark.
- 2.2.4 Provide consultation to Landmark in support of development of construction cost

estimates. Consultation shall be in the form of preliminary estimates, narratives of systems, review of specifications or minor structural calculations.

- 2.2.5 Attend (3) Design Development meetings with Oro Health and make presentations as requested by Landmark
- 2.2.6 Prepare material required for submissions and make appearances and presentations when requested by Landmark in an effort to obtain proper zoning clearances, state health department and licensing department submissions and all the other clearances and approvals required from municipal authorities, healthcare agencies, architectural review boards, and others who have jurisdiction over the Project. The Architect will attend meetings as required with the exception being that only (1) entitlement meeting will be attended
- 2.2.7 Prepare finish boards for building shell and core using Landmark's standard interior finishes.
  - 2.2.7.1 One finish board on 24" x 36" black gator board, describing the shell and core material selections, shall be presented for review and comment by Landmark. Updates shall be provided until the finishes for the shell and core have been approved by Landmark. Upon approval, furnish two additional finish boards on 8 1/2" x 11" black board, describing the approved shell and core material selections, for use with the Tenant suite design process
- 2.2.8 Complete Seventy (70) percent Design Development Drawing Quality Assurance Checklist provided in the Owner Manual.
- 2.2.9 On written Notice to Proceed, Architect shall update and further develop the design as required to provide complete One Hundred (100) percent Design Development Documents.
- 2.2.10 Complete Design Development Document Checklist provided in the Owner Manual.
- 2.2.11 Provide Landmark a consolidated electronic pdf format file containing all drawings sheets of final Design Development Documents.
- 2.2.12 Drawings shall include all walls, doors, windows, columns, column centerlines, plumbing fixtures, casework and specialty items included in the Shell and Core building. Drawings shall also include mechanical, electrical and plumbing drawings depicting major system types, equipment locations and points of connection to all utilities on the Project site.
- 2.2.13 The Architect shall advise Landmark of any need or advisability of Landmark's securing any tests, analysis, studies, reports, or consultants' services in connection with the development of the design and construction documents for the Project
- 2.2.14 Provide Landmark with all architectural floor plans for their use in both Autocad and .pdf format.
- 2.2.15 Landmark may require other drawing files and these shall be provided to Landmark upon request

**2.3 Construction Document Phase.** On written Notice to Proceed, Architect shall provide the

services listed below.

- 2.3.1** Provide progress sets of Construction Documents for Landmark's quality assurance review at the Fifty (50) percent and Ninety (90) percent completion stages, in accordance with Owner Manual.
  - 2.3.2** Customize Master Specifications provided in the Owner Manual, including the addition of specialty items either not included in Master Specifications, outdated information or new information required for the Project
  - 2.3.3** Determine the required building permits, site permits, and other similar approvals and permits that will be required to construct the Project. Assist Landmark with the filing of all documents required for the approval of governmental authorities having jurisdiction over the Project. Assist Landmark in obtaining all required approvals.
  - 2.3.4** Provide Landmark a consolidated electronic .pdf format file containing all drawings sheets of final Construction Documents.
  - 2.3.5** Provide Landmark with all architectural floor plans for their use in tenant development.
  - 2.3.6** Landmark may require other drawing files and these shall be provided to Landmark upon request
- 2.4** Bidding Phase. During the bid process, Architect shall provide services listed below
- 2.4.1** Answer technical questions, reviewing cost saving alternatives deemed appropriate by Landmark.
  - 2.4.2** Clarify ambiguities relating to the Construction Documents.
  - 2.4.3** Prepare and issue addenda.
  - 2.4.4** Consult on construction cost issues.
  - 2.4.5** Responses to technical questions, clarifications of ambiguities and review of cost saving alternates shall be provided by Architect within Seven (7) working days
- 2.5** Construction Administration Phase. This phase begins upon the start of physical construction work at the Project site.
- 2.5.1** Provide full electronic AutoCAD drawing files for One Hundred (100) percent of the Construction Documents for all disciplines, consultants, and subconsultants. Architect will coordinate and control all documents versions and all documents issued to contractors and vendors are to be issued from the Architects controlled set of documents so that version control is maintained.
  - 2.5.2** Review and approve or take other appropriate action upon Contractor's submittals including shop drawings, technical data, product data, and material samples submitted by the Contractor, but only for the purpose of: (1) checking compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (2) checking that the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall be responsible for determining what aspects of

the Work shall be the subject of shop drawings and submittals. Architect shall not knowingly permit such aspects of the construction work to proceed in the absence of approved shop drawings and submittals. Architect's action shall be taken with reasonable promptness so as to cause no delay in the work, but not longer than Ten (10) working days after receipt of a submittal or request without advance written approval from Landmark.

- 2.5.2.1** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions, and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remains the responsibility of the Contractor.
- 2.5.2.2** Review of such submittals shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, or any construction means, methods, techniques, sequences or procedures
- 2.5.2.3** Review and approval of a specific item shall not indicate approval of an assembly with the item is a component.
- 2.5.3** Review requests for information, answer technical questions and clarify ambiguities relating to the Construction Documents submitted by Contractor. Architect's action shall be taken with reasonable promptness so as to cause no delay in the work, but not longer than Seven (7) working days after receipt of a request. If the Architect determines that the request will take longer, the Architect shall explain the situation to Landmark within the Seven (7) day period.
- 2.5.4** Any revisions to the bid set of documents or any subsequent set of documents are to be issued to Landmark in .pdf format and in AutoCAD. (Note: This includes drawings, specifications, reports, certificates, approvals and permits.)
- 2.5.5** Architect shall keep Landmark informed on the progress and quality of the work, and endeavor to guard Landmark against defects and deficiencies in the work. Architect shall include the number of site inspections required by authorities having jurisdiction and/or as might reasonably be required by Landmark. Architect shall submit a monthly report to Landmark outlining key milestones and open issues. The minimum number of site inspections during construction shall be as listed below.
- 2.5.5.1** Architect: One (1) per month during construction and until Substantial Completion. One (1) for the Kick-Off, Punch List Review and Final Completion.
- 2.5.5.2** Structural Consultant: Two (2) total.
- 2.5.5.3** Plumbing Consultant: One (1) total.
- 2.5.5.4** Mechanical: Three (3) total
- 2.5.5.5** Electrical Consultant: Two (2) total.

## 2.5.6 Interior Inpatient and Administrative area design

- 2.5.6.1 Develop Schematic Design Documents that take into account any applicable code or governmental authority requirements or approvals, address circulation requirements, placement and integration of the Inpatient Service Lines and Administrative Area into the existing Building Shell and Core, as well as addressing any unique space requirements typical with such a Inpatient Service Lines Architect shall modify the Program and Schematic Design Documents until approved by Landmark.
- 2.5.6.2 Prepare Seventy (70) percent and One Hundred (100) percent Design Development plans, which incorporate Landmark's comments, from the approved Schematic Design Documents and incorporate the modalities or specific equipment as required by tenant. Architect shall endeavor to ensure that such areas are integrated into the existing shell and core. Architect shall promptly notify Landmark of any additional systems or changes to the existing shell and core that are or may be required by virtue of the Inpatient Service Line Areas.
- 2.5.6.3 Perform Construction Document Phase work as set forth in Section 2.3 for the interior inpatient and administrative area.
- 2.5.6.4 Attend meetings as required by Landmark to achieve a successful design.
- 2.5.6.5 Perform Bidding Phase work as set forth in Section 2.4.
- 2.5.6.6 Perform Construction Administration Phase work, which includes AutoCAD drawings, shop drawings, responding to requests for information and submissions, perform job site inspections, review invoices, and perform as-built document review, and all other obligations as set forth in Section 2.5.
- 2.5.6.7 Provide Landmark a consolidated electronic .pdf format file and AutoCAD files containing all drawings sheets for each of the final Schematic Design Documents, Design Development Documents and Construction Documents.

2.5.7 If requested by Landmark, Architect shall sign, as Architect of Record, monthly construction draw invoices submitted by Contractor and/or Owner which have previously been reviewed and approved by Landmark.

2.5.8 At the conclusion of construction, the Architect shall receive Contractor's record as-built drawings reflecting all the deviations and changes made by the General Contractor or the Contractor's subcontractors during construction. The Architect shall review these documents to ascertain that, to the best of the Architect's knowledge and information, the annotated deviations and changes reflect the actual installed construction conditions. The Architect shall be entitled to rely on the accuracy and completeness of the annotations indicated on the as-built drawings. The Architect shall promptly inform Landmark of any errors or omissions that it discovers when reviewing

the as-built drawings

- 2.5.9** Provide full electronic AutoCAD and .pdf Construction Documents of the Project which have been updated to include all addenda, field sketches, Construction Bulletins, Architect Supplemental Instructions, and Requests for Information. Notwithstanding anything contained herein to the contrary, Landmark recognizes that drawings, specifications, plans, documents or other information in AutoCAD (AutoCAD files are the "Electronic Documents". For purposes of this contract .pdf files are not electronic documents) are subject to undetectable alteration. **Accordingly, any electronic documents provided to Landmark are for informational purposes only and are not intended as an end-product.** Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, Landmark agrees to waive any and all claims against Architect and the Architect's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.
- 2.6** Architect shall be responsible for the coordination of all drawings and design documents relating to Architect's design on the Project, regardless of whether such drawings and documents are prepared by Architect, or by Architect's consultants. Architect shall be responsible for coordination of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes (including, but not limited to, the Americans with Disabilities Act of 1990 as modified and supplemented from time to time). It is expressly understood, however, that various laws and regulations are subject to varying and sometimes contradictory interpretation. Architect shall exercise professional skill and care consistent with the standard of care set forth in Section 1.3 to provide services that comply with such laws and regulations. Architect cannot warrant that all documents issued by it shall comply with conflicting laws and regulations.

### ARTICLE 3 ADDITIONAL SERVICES

- 3.1** If Architect is required to perform work, which in Architect's opinion is in addition to the work described in this Agreement in Article 1 and Article 2, then Architect shall submit to Landmark a detailed description of the additional work and a detailed estimate of the cost to perform the additional work. Architect shall obtain Landmark's written authorization from Landmark's Designated Principal, Anthony Lampasona, to perform the additional work prior to proceeding

In the event that the Architect fails to obtain this authorization in writing, then the Architect's right and claim for additional compensation shall conclusively be deemed to have been waived. Notwithstanding anything contained in this Agreement to the contrary, Landmark shall not be responsible to pay, and Architect shall not be entitled to receive reimbursement or compensation for, any Additional Services if such services were required due to the negligence of Architect, or Architect's consultants

- 3.2** Should Landmark and Architect be unable to agree on the quoted lump sum amount of an Additional Service, Landmark may order work to be performed on the basis of actual time and material cost with a maximum not to exceed the Architect's lump sum proposal. In this event, all time sheets and invoices which document the work performed each day shall be provided to Landmark. The execution of a change in the work under this paragraph shall not interfere with the normal and orderly progress of the job, which shall continue without interruption. On completion of the work, a change order will be issued to adjust the final cost of the change.

- 3.3 The services described in this Section are not included in the Basic Services and shall be paid for by Landmark as provided in the Agreement. The services listed below shall be provided only if authorized in writing by Designated Principal:
- 3.3.1 Special studies consisting of investigation, research and analysis for future facilities or systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase.
  - 3.3.2 Medical equipment selection and associated shielding studies.
  - 3.3.3 Providing services and consultation relative to furnishings and artwork.
  - 3.3.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work
- 3.4 Landmark shall have the right to disapprove any portion of the Architect's work on the Project, including, but not limited to, Schematic Phase, Design Development Phase, Construction Documents Phase, bidding or negotiation phase or construction phase work, and any other design work or documents, on any reasonable basis, including, but not limited to, aesthetics, or because in Landmark's opinion, the construction cost of such design is likely to render such work or the Project infeasible. In the event that any phase of the Architect's work is not approved by Landmark, the Architect shall proceed, when requested by Landmark, with revisions to the design work or documents prepared for that phase to attempt to satisfy Landmark's objections. These revisions will be made without adjustments to the compensation provided for hereunder, unless revisions are made to drawings previously approved under previous phases, in which case such revision services shall be paid as additional services. Should there be substantial revisions to the original program after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, Architect shall so notify Landmark in writing and receive approval from Landmark, before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to Architect, for additional work or services, without such written approval by Landmark.
- 3.5 The duties, responsibilities and limitations of authority of the Architect may be reasonably restricted, modified or extended by Landmark after the date of this Agreement, and if they are substantially restricted, modified or extended without written agreement of Landmark and Architect, then Architect's compensation shall be equitably adjusted

#### **ARTICLE 4 LANDMARK'S RESPONSIBILITIES**

- 4.1 Landmark shall designate a representative authorized to act on the behalf of Landmark's with respect to the Project for all management of the Project, except the authorization of Additional Services and the amendment of this Agreement (the "Authorized Representative"). The Authorized Representative (Stuart Armstrong) shall render decisions in a timely manner pertaining to documents submitted by Architect in order to avoid unreasonable delay in the orderly and sequential progress of Architect's services. The Authorized Representative mentioned herein, however is not authorized to release Architect to proceed with an Additional Service. Such proposals are only effective if executed by the Designated Principal (Anthony Lampasona).

- 4.2 Furnish current surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary dates pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths, geotechnical investigation surveys. All the information on the Survey shall be referenced to a Project benchmark. The Architect shall have the right to rely on information provided in this paragraph by the Owner.

## ARTICLE 5 COMPENSATION

- 5.1 Landmark shall compensate the Architect for Basic Services, as described in Article 2, and Additional Services, as described in Article 3, as listed below.
- 5.1.1 Total compensation for Basic Services shall be equal to Five Million, Three Hundred Eighty Eight Thousand Six Hundred Seventy Five Dollars ~~\$5,388,675.00~~ per the Payment Schedule for Basic Services, Exhibit B. If the gross square footage of the project increases or decreases by more than Ten (10) percent, or the total cost of construction increases or decreases by Ten (10) percent, the total compensation shall be adjusted on a pro rata basis to reflect such increase or decrease. The adjustment fee due to construction cost increase or decrease will be based on the estimated cost of construction of the 100% Design Development drawings.
- 5.1.2 For purposes of this Agreement, usable areas of tenants shall be calculated using BOMA standards.
- 5.2 In addition to compensation for Basic Services and Additional Services, Landmark shall reimburse Architect for the items listed below. Architect shall not mark-up items listed below. The Architect will endeavor to minimize the expense of items listed below.
- 5.2.1 Reasonable cost of transportation, lodging, meals and other similar expenses related to Landmark-authorized out-of-town travel. For purposes of this Agreement, out-of-town travel shall be defined as travel in excess of Fifty (50) miles one way. Travel guidelines are as follows:
- 5.2.1.1 Lodging: Architect shall stay at hotels designated by Landmark.
- 5.2.1.2 Meals: Daily expenses for meals, including tips, shall not exceed Fifty Dollars (\$50.00) per person.
- 5.2.1.3 Car Rental: Car rentals shall be for "intermediate" or "mid-size" car.
- 5.2.1.4 Personal vehicle mileage reimbursement: Current IRS mileage reimbursement rate.
- 5.2.1.5 Reproductions, CAD plots postage, handling and delivery of documents and courier service.
- 5.2.1.6 Transportation: Air fare to be booked at current economy rates.

5.2.1.7 Any sales or use tax charged to the Architect or consultants in connection to the performance of this Agreement.

5.2.1.8 Reimbursable Expenses, however, shall not exceed Two Hundred Seven Thousand Seven Hundred Eighty Eight Dollars \$207,788.00 in the aggregate, without the Owner's written approval. In the event that the Architect fails to obtain Owner's consent in writing to the increase in the maximum price for Reimbursable Expenses, then the Architect's right and claim for additional compensation shall conclusively be deemed to have been waived.

5.2.2 The following are non-allowable expenses and shall not be reimbursed. These items include, but are not limited to:

Annual fees from personally held credit cards.

Barber, manicurist, shoe shine, masseur Personal reading matter or services.

Theater, cable TV or other personal amusements Traffic, parking fines and court costs

Club or other membership dues or fees Alcoholic beverages

Laundry and dry cleaning.

Loss of personal belongings

Cameras, calculators, and other pocket equipment Long distance telephone costs.

Medicines either prescription or over-the-counter.

Cellular phone bills.

5.2.3 Fees paid for securing approval of authorities having jurisdiction over the Project or any other Authority having jurisdiction excluding OSHPD shall be reimbursed to the Architect by Landmark and will not count towards the Reimbursable Expenses Fees shall not exceed \$10,000 per occurrence

5.2.4 The cost of three sets of milestone document printing shall be required at five milestone dates. Landmark may, at its option, direct Architect to send PDF's, CAD files or electronic files of the design drawings to a printing source designated by Landmark in lieu of having Architect reproduce the sets and sending them to Landmark.

## ARTICLE 6 PAYMENTS

6.1 Architect shall be paid for Basic Services within Thirty (30) days of Landmark receiving and approving an invoice. Payments will be made in accordance with Exhibit B.

6.2 If authorized to proceed, Architect shall be paid for Tenant Suites within Thirty (30) days of Landmark receiving and approving an invoice. Payment will be made in accordance with

Exhibit B.

- 6.3 Notwithstanding anything else in this Agreement to the contrary, any payment due the Architect and unpaid after Thirty (30) days will bear interest at a rate of One (1) Percent per month and shall accrue from the date of the invoice

#### **ARTICLE 7 INDEMNIFICATION**

- 7.1 Architect hereby agrees to indemnify defend and hold Landmark and the Project Owner and employees (collectively, the "Indemnitees") harmless from and against any and all losses, claims, liabilities, injuries, damages and expenses, including, but not limited to, professional and consultants fees and attorneys' fees (if and to the extent permitted by law), that the Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, anyone or more of the Indemnitees) to the extent caused by any negligent acts, errors or omissions of Architect and its employees. It is understood that Architect will only have a duty to provide a defense to the extent of and in proportion to its negligence

#### **ARTICLE 8 INSURANCE**

- 8.1 Architect shall procure, at no expense to Landmark (except as otherwise provided herein), the insurance coverages set forth below insuring Architect, its employees and designees, and shall maintain such coverages in full force and effect for the entire duration of the Project. Landmark shall be named as an additional insured to the insurance policies described in Subparagraphs (ii), (iii) and (vi). The insurance specified below shall be placed with financially responsible insurance companies authorized to do business in the state where the project is located and shall incorporate a provision requiring the giving of notice to Landmark at least Thirty (30) days prior to the cancellation, non-renewal or modification of any such policies. Architect shall promptly furnish Landmark with certificates of insurance and appropriate additional insured endorsements, each in form and substance satisfactory to Landmark, evidencing the insurance required hereunder, and shall not commence any services under this Agreement until such insurance is obtained.

(Landmark needs the additional insured on the Commercial General Liability (ii) and Commercial Auto Liability (iii). This is standard coverage on all our contracts and customary language in AE contracts.)

- (i) Architect's Professional Liability insurance covering errors and/or omissions in breach of the standard of care set forth in Section 1.3 in the performance of professional services in conjunction with this Project with limits of no less than Two Million Dollars (\$2,000,000.00) per claim. Such coverage shall continue throughout the term of this Contract and continue until the Project is accepted by Landmark. Architect will maintain professional liability covering this project for a period of Five (5) years after acceptance of the project.
- (ii) Commercial General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, personal injury or property damage per occurrence, Two Million Dollars (\$2,000,000.00) aggregate per project or location and Two Million Dollars (\$2,000,000.00) for Products and Completed Operations, written on an occurrence basis. Such liability insurance shall include premises/operations liability, blanket contractual liability, including coverage for all liability assumed under this Contract, Products and Completed Operations, pollution

coverage for losses arising out of a fire and "XCU" hazards.

- (iii) Commercial Automobile Liability Insurance, including owned, if any, hired and non-owned vehicles, in the amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury or property damage
- (iv) Statutory Worker's Compensation coverage as required by the laws of the state where the Project is located.
- (v) Employers Liability Insurance, in the amount of Two Hundred Thousand Dollars (\$200,000.00) for each accident, Two Hundred Thousand Dollars (\$200,000.00) for each employee and Two Hundred Thousand Dollars (\$200,000.00) policy limit.
- (vi) Umbrella Liability Insurance, in an amount not less than Two Million Dollars (\$2,000,000.00).

If Architect fails to furnish and maintain the insurance required by this paragraph, then Landmark may, but shall have no obligation to, purchase such insurance on behalf of Architect, and Architect shall pay the cost thereof to Landmark upon demand and shall furnish to Landmark any information needed to obtain such insurance.

#### **ARTICLE 9 OWNERSHIP OF DOCUMENTS**

- 9.1 The Architect and the Architect's subconsultants shall be deemed the authors and owners of their respective plans, drawings, specifications, sketches, proposals, reports, renderings, calculations, models, and other documents ("Instruments of Service"), and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's subconsultants
- 9.2 Upon execution of this Agreement, the Architect grants to Landmark a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Landmark substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's subconsultants consistent with this Agreement. In the event of termination of development of the Project, Landmark will not provide Construction Documents to any third party without express written consent of the Architect and a full disclaimer of responsibility for Architect and Landmark for work others might perform based on the drawings, which is not performed under the supervision of Landmark and Architect.
- 9.3 In the event Landmark uses the Instruments of Service without retaining the author thereof, Landmark releases the Architect and the Architect's subconsultant(s) from all claims and causes of action arising from such uses. The Architect's products of service shall not be used to construct any other Project. Reproducible copies or electronic copies of construction documents provided by the Architect will delete all seals.
- 9.4 The Construction Documents shall be complete and in compliance with all applicable laws, statutes ordinances, codes, orders, rules and regulations, except to the extent expressly and specifically stated otherwise in detail in writing by the Architect at the time of submission thereof

by the Architect to Landmark for the approval by Landmark or to any contractors for bidding or negotiation, and only to the extent that the Architect has verified that such omissions should not affect permitting, occupancy, approval, or safety of the completed project in accordance with the standard of care set forth in Section 1.3. In the event Architect becomes aware of a change in any such law, statute, ordinance, code, order, rule or regulation, and Architect in its reasonable judgment believes such change may affect its services or work to Landmark, Architect shall promptly inform Landmark of such change, its impact on work already performed or to be performed, the increase in fees and costs (if any) involved to accommodate such change, and any scheduling changes resulting therefrom. If, as a result of such change, any term or provision of this Agreement should, in Architect's or Landmark's reasonable judgment, be amended, then Landmark and Architect agree to bargain promptly and in good faith to agree upon and affect such amendment.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

- 10.1** Landmark shall have the exclusive option to cancel this Agreement prior to authorizing Architect to proceed with Construction Documents. In the event of such cancellation, neither party shall have any further obligation to the other, except that Architect shall be paid in full for all **AUTHORIZED** services rendered prior to any such date of cancellation.
- 10.2** Architect acknowledges that it will obtain confidential information about the business affairs of Landmark through the services Architect will perform for Landmark. Architect further acknowledges that such information will be both technical (i.e., specifications, pricing methods, final contract negotiation and construction management programs) and general (i.e., planning, development, marketing and customer relations)
- 10.2.1** Architect agrees that it will treat all matters that relate to the business affairs of Landmark as confidential and that it will not divulge or disclose any information gained in connection with its Agreement with Landmark to any other firm, person, agency or entity.
- 10.2.2** This Section shall not restrict the Architect from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
- 10.3** The term of this Agreement shall be from Landmark's notification to proceed through Three Hundred Sixty Five (365) days following completion of the construction of the Project as evidenced by the issuance of Certificates of Occupancy by governing authorities.
- 10.4** Architect shall have the right to include photographic or artistic representations of the design of the Project among Architect's promotional and professional materials. However, Architect's materials shall not include Landmark's confidential or proprietary information if Landmark has previously advised Architect in writing of the specific information requested by Architect is considered by Landmark to be confidential or proprietary.
- 10.5** During the term of this Agreement, Architect agrees that it will not knowingly pursue any specific Project except with Landmark, where Landmark has submitted credentials, a feasibility report or has otherwise made a sales proposal.
- 10.6** This Agreement shall be governed by and construed in accordance with the laws of the State in which the project is located.

- 10.7 Landmark and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for loss or damage to the extent covered by insurance, except such rights as they may have to the proceeds of such insurance. Architect shall require its consultants or agents and employees to execute similar waivers of subrogation in favor of Landmark and the Project Owner. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.
- 10.8 This Agreement shall be binding and inure to the benefit of and shall be enforceable by Architect and Landmark and their successors and assigns, except that the obligations of Architect contained herein shall not be delegated or assigned without the approval of Landmark.
- 10.9 This Agreement may only be amended by an Agreement in writing signed by both Architect and the Designated Principal.
- 10.10 The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions.
- 10.11 Any disputes between the parties hereof shall be decided by litigation unless the parties mutually agree in writing to first submit such disputes to non-binding mediation and/or arbitration. In connection with any litigation, the parties agree that the matter shall be litigated in a state or federal court in the competent jurisdiction of the project location, which shall be the exclusive venue. Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either of the parties under this Agreement, the Architect shall carry on with the performance of its services and duties hereunder during the pendency of any claim, dispute, other matter in question or arbitration or other proceeding to resolve any claim, dispute or other matter in question except that the Architect shall be permitted to suspend its services during any such pendency where the architect has not received payment for services authorized in writing by Landmark and rendered in accordance with the terms of this agreement.
- 10.12 TERMINATION OR SUSPENSION**
- 10.12.1 In the unlikely event that outstanding amounts that are due and unpaid after a period of Forty Five (45) days, Architect retains the right to stop work on the Project. Upon receipt of outstanding payments, interest accrued and upon mutual agreement, work will be resumed.
- 10.12.2 If the Project is suspended or Architect's services are suspended for more than Ninety (90) consecutive days, Architect may terminate this Agreement by giving not less than Seven (7) days written notice, provided that Architect shall be paid in full for AUTHORIZED services rendered up to the date of such suspension.
- 10.12.3 This Agreement may be terminated by either party upon not less than Seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 10.12.4 If the Project, or any other services added to this project per article 3 of this agreement is terminated prior to completion, the amounts due the Architect will conclude at the

point when the work was stopped.

**10.12.5** This Agreement may also be terminated by Landmark upon Seven (7) days written notice, without regard to any fault or failure to perform by any party, and solely for Landmark's convenience. In the event of such termination, the Architect shall be paid for work completed prior to the termination and Owner shall have no further liability for compensation, expenses, or fees to Architect.

**10.12.6** In the event of any termination under this Section, the Architect consents to Landmark's selection of another architect of Landmark's choice to assist Landmark in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Landmark in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Landmark and such other architect as Landmark may desire. Any services provided by Architect which are requested by Landmark after termination shall be fairly compensated by Landmark.

**10.13** Landmark may assign this Agreement without Architect's consent, and Architect shall recognize such assignee as Landmark under this Agreement, provided that Architect has been paid in full for **AUTHORIZED** services rendered prior to any such assignment. This Agreement binds any party who legally acquires any right or interest in this Agreement from Landmark or Architect. However, Landmark shall have no obligation to Architect's successor unless the rights or interests of Architect's successor are acquired in accordance with the terms of this Agreement.

**10.14** All notice to, or authorizations by either party shall be deemed given when delivered in person, deposited in the U.S. Mail, sent via facsimile, emailed or addressed to the appropriate party at the following address.

If to Landmark Healthcare Facilities LLC (as its Designated Principal):

Anthony Lampasona  
Landmark Healthcare Facilities LLC  
839 North Jefferson Street, Suite 600  
Milwaukee, Wisconsin 53202  
Fax (414) 277-1055  
Email: [alampasona@landmarkleadership.com](mailto:alampasona@landmarkleadership.com)

If to Architect:  
Kevin Spady  
Cannon Design  
595 Market Street Suite 1250  
San Francisco, CA 94105  
Email: [kspady@cannondesign.com](mailto:kspady@cannondesign.com)

**10.15** The Architect and Landmark each waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business and of business opportunities, and/or for claims, disputes or other matters in question arising out of or relating to this Agreement. The Architect and Landmark agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this

Project to carry out the intent of this provision.

10.16 To the fullest extent permitted by law, the total liability in the aggregate of Architect and Architect's officers, directors, employees, agents, and independent professional associates, and any of them, to Landmark and anyone claiming by, through or under Landmark, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Architect or Architect's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount of insurance required under this Agreement.

**ARTICLE 11 SUPPORTING DOCUMENTS**

11.1 Exhibit A -- Project Timetable

11.2 Exhibit B -- Payment Schedule for Basic Services

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

Landmark Healthcare Facilities LLC

By: [Signature]

Title: President

Date: 09.30.15

Cannon Design, Inc.

By: [Signature]

Title: Principal

Date: 9.18.15

Exhibit A

Oro Health New Hospital Wing  
Timetable

Date, 9/17/15

Shell & Core, and Sitework	Start Date	Duration	Finish Date
Programming Phase	6/15/2015	14 weeks	9/21/2015
Schematic Design Phase	9/23/2015	8 weeks	11/18/2015
70% Design Development Phase	11/20/2015	8 weeks	1/15/2016
Landmark & Hospital Approvals	1/16/2016	2 weeks	1/30/2016
100% Design Development Phase	1/31/2016	4 weeks	2/28/2016
50% Construction Document Phase	2/28/2016	7 weeks	4/17/2016
80% Construction Document Phase	4/17/2016	8 weeks	6/12/2016
100% Construction Document Phase	6/12/2016	8 weeks	8/7/2016
Permitting OSHPD	8/9/2016	52 weeks	8/8/2017
Bidding Phase	6/13/2017	8 weeks	8/8/2017
Construction Administration Phase *	8/10/2017	70 weeks	12/13/2018
Project Close-out *	12/13/2018	10 weeks	2/21/2019
<b>Project Total</b>		<b>199 weeks</b>	

Note Durations noted as (\*) are subject to change according to market conditions and bid results

Total of all Tenant Suites - Schedule	Start Date	Duration	Finish Date
Programming Phase	6/15/2015	14 weeks	9/21/2015
Schematic Design Phase	9/23/2015	8 weeks	11/18/2015
70% Design Development Phase	11/20/2015	8 weeks	1/15/2016
Landmark & Hospital Approvals	1/16/2016	2 weeks	1/30/2016
100% Design Development Phase	1/31/2016	4 weeks	2/28/2016
50% Construction Document Phase	2/28/2016	7 weeks	4/17/2016
80% Construction Document Phase	4/17/2016	8 weeks	6/12/2016
100% Construction Document Phase	6/12/2016	8 weeks	8/7/2016
Permitting OSHPD	8/9/2016	52 weeks	8/8/2017
Bidding Phase	6/13/2017	8 weeks	8/8/2017
Construction Administration Phase *	8/10/2017	70 weeks	12/13/2018
Project Close-out *	12/13/2018	10 weeks	2/21/2019
<b>Suite Total</b>		<b>199 weeks</b>	

**Exhibit B  
Hospital Wing**

**Oro Health New Hospital Wing  
Preliminary Construction Cost Estimates and Fee Schedule**

Date: 09/17/15

<b>Shell &amp; Core &amp; Tenant Interior - Construction Cost Estimate</b>		<b>Cost</b>
Gross Square Feet in New Hospital Wing (135,000gsf)		
<b>Construction Costs for the New Hospital Wing (excluding Site)</b>		
Building Shell and Core & Tenant Interior (@ \$500/sf)		\$67,500,000
Sitework (Excluded)		
<b>Subtotal: Shell &amp; Core &amp; Tenant Interior</b>		<b>\$67,500,000</b>

<b>Shell &amp; Core &amp; Tenant Interior A/E Fees</b>	<b>7.94%</b>	<b>\$5,388,675</b>
Programming & Schematic Design Phase	12.00%	\$646,641
70% Design Development	12.00%	\$646,641
100% Design Development Phase	15.00%	\$808,301
Construction Document Phase	30.00%	\$1,616,603
Permitting Phase	8.00%	\$431,094
Bidding Phase	8.00%	\$431,094
Construction Administration	12.00%	\$646,641
Project Close-out	3.00%	\$161,660
<b>Total Shell &amp; Core Fee (Subtotal, Shell &amp; Core SD Estimate x % Fee)</b>	<b>100%</b>	<b>\$5,388,675</b>





# AIA® Document G802™ – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 001

CannonDesign's Project No. 004445 00

**TO:** Mr. Michael Cleary  
(Owner or Owner's Representative)

In accordance with the Agreement dated the Twenty-third day of June in the year Two Thousand Fifteen

**BETWEEN** the Owner:

(Name and address)

Landmark Healthcare Facilities LLC  
839 North Jefferson Street, Suite 600  
Milwaukee, Wisconsin 53202

and the Architect

(Name and address)

Cannon/Parkin Inc. dba CannonDesign  
595 Market street, Suite 1250  
San Francisco, CA 94105

for the Project:

(Name and address)

Oro Health, New Hospital Wing  
Oroville, CA

Authorization is requested

- to proceed with Additional Services  
 to incur additional Reimbursable Expenses

As follows:

**The Landmark Healthcare Facilities, LLC's Architectural Services Agreement is hereby amended:**

The construction budget for the the building stated in the Architectural Services Agreement is \$67,500,000. The construction cost budget, per the Owner's correspondence of November 14, 2016, has increased by \$30,778,979 to a total of \$98,278,979. This amendment increases the Architect's fee for Basic Services, a total of \$2,457,154, adjusted on a pro rata basis to reflect the increase in budget per the provisions of Paragraph 5.1.1 of the Architectural Services Agreement. The not-to-exceed amount for Reimbursable Expenses is increased by \$94,748.

All of the other terms and conditions contained in Landmark Healthcare Facilities, LLC's Architectural Services Agreement Between Landmark and the Architect executed between the parties and dated the Twenty-third day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

The following adjustments shall be made to compensation and time.

*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties)*

Compensation

Schematic Design	\$646,641 (original fee) + \$294,858 (adjustment) =	\$ 941,499
Design Development:	\$1,454,942 (original fee) + \$663,432 (adjustment) =	\$2,118,374
Construction Documents:	\$1,616,603 (original fee) + \$737,146 (adjustment) =	\$2,353,749
Permitting Phase:	\$431,094 (original fee) + \$196,572 (adjustment) =	\$ 627,666
Bidding Phase:	\$431,094 (original fee) + \$196,572 (adjustment) =	\$ 627,666
Construction Administration:	\$646,641 (original fee) + 294,858 (adjustment) =	\$ 941,499
Closeout	\$161,660 (original fee) + \$73,715 (adjustment) =	\$ 235,375
<b>Total:</b>	<b>\$5,388,675 (original fee) + \$2,457,154(adjustment) =</b>	<b>\$7,845,829</b>

Reimbursable Expenses

Original Aggregate Amount	\$207,788.00
Adjustment	<u>\$ 94,748.00</u>
Total Not-to-Exceed:	\$302,536.00

Time  
N A

SUBMITTED BY:

*Michael Smith*

*(Signature)*

Michael Smith, AIA  
Principal

*(Printed name and title)*

*December 8, 2016*

*(Date)*

AGREED TO:

*[Signature]*

*(Signature)*

*A. Lampasona*

*(Printed name and title)*

*01/06/17*

*(Date)*





# AIA® Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Oroville Hospital  
2767 Olive Highway  
Oroville, CA 95966

**AGREEMENT INFORMATION:**  
Date: June 23, 2015

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: November 12, 2018

**OWNER:** *(name and address)*  
Oroville Hospital  
2767 Olive Highway  
Oroville, CA 95966

**ARCHITECT:** *(name and address)*  
Cannon/Parkin, Inc. (CannonDesign)  
1901 Avenue of the Stars  
Los Angeles, CA 90067

The Owner and Architect amend the Agreement as follows:

1. The Architect's compensation shall be adjusted as follows:
  - a. \$350,000 for Additional Services related to the remobilization and the expanded OSHPD back check.
  - b. \$100,000 for Additional Services related to Hospital Lobby Redesign and Hospital Lot Lines.
2. Owner will issue payment of the remaining amount for the Permitting Phase within thirty (30) days of the date of this Amendment.
3. For the purpose of calculating certain fees, the parties agree to use an established construction value of the project related to Architect's services at \$130,000,000.
4. Owner shall increase Architect's Basic Services compensation by \$1,000,000 related to Permitting (8%), Bidding Phase (8%), Construction Administration (CA) Phase (12%) and Project Close-Out (3%) phases.
5. Compensation for construction Administration (CA) Phase services – after expending services related to the contract amount of \$1,244,880, all future CA services will be compensated on a time and material basis. Billing for CA services will be time and material from the start of the phase. Compensation for work on a time and materials basis shall be in accordance with the Rate Schedule, attached hereto as Exhibit I.
6. Upon award of the construction contract to the contractor, the parties will complete a compensation true up within thirty (30) days. If the cost of construction is greater than \$130,000,000, Architect's compensation will be increased by 8% of the difference between \$130,000,000 and the revised construction cost. If the cost of construction is below \$130,000,000 Architect will reduce its compensation by 8% of the difference between \$130,000,000 and the revised construction cost.
7. Within ninety (90) days of Substantial Completion, the parties will complete an additional compensation true up on the same basis as above. The true up will be based on the actual construction cost and the revised cost of construction established in the true up in Section 6 above.
8. Owner shall provide Architect with a copy of the latest construction cost estimate along with all historical project cost information reasonably and readily available within thirty (30) days of the date of this Amendment.
9. Each Party shall make reasonable efforts to maintain and preserve the confidentiality of this information and this Amendment.
10. The Architect acknowledges they had a Professional Services Agreement, dated June 23, 2015, and Amendment #1 to the Professional Services Agreement, with Landmark Healthcare Facilities. The Architect acknowledges the assignment of these Agreements from Landmark Healthcare Facilities to Oroville Hospital with the execution of Amendment #2.

Schedule Adjustment:

- 1. OSHPD Backcheck #3 Resubmittal – December 14, 2018
- 2. OSHPD Backcheck #3 Review period – December 14, 2018 / January 14, 2019
- 3. OSHPD Backcheck #3 approval – January 14, 2019
- 4. Approvals / Certification / Permits – January 28, 2019
- 5. Project buyout – January 28, 2019 – March 15, 2019
- 6. Start of Construction – March 15, 2019
- 7. Construction Complete – March 15, 2021 (24 months of construction)
- 8. Closeout Complete – June 15, 2021

All of the other terms and conditions contained in the Architectural Services Agreement between the Owner and Architect executed between the parties and dated the 23rd day of June in the year 2015, shall remain valid and in full force and effect.

SIGNATURES:

Cannon/Parkin, Inc. (CannonDesign)  
ARCHITECT (Firm name)

Oroville Hospital  
OWNER (Firm name)

SIGNATURE  
Kevin L. Sticht  
Chief Operating Officer  
PRINTED NAME AND TITLE

SIGNATURE  
  
Robert J. Wentz  
President/CEO  
PRINTED NAME AND TITLE

DATE

DATE



 **AIA** Document G802™ – 2017

**Amendment to the Professional Services Agreement**

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway Oroville, CA 95966	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number: 003 Date: February 10, 2020
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc. (CannonDesign) 444 South Flower Street, Suite 4700 Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

Update to Item 5 in Amendment 002 dated November 12, 2018.

1. The Architect's compensation shall be adjusted as follows:

a. Compensation for Construction Administration (CA) Phase services – the contract amount of \$1,244,880 will be increased by \$1,500,000 (One Million Five Hundred Thousand Dollars) for a new combined amount of \$2,744,880. CA services will continue to be compensated on a time and material basis. Billing for CA services will be continue to be time and material. Compensation for work on a time and material basis shall be in accordance with the Rate Schedule, attached hereto as Exhibit 1. The new contract amount is an estimate of the projected cost but is subject to change based on the circumstances of the Project.

Schedule Adjustment:  
N/A

All of the other terms and conditions contained in the Architectural Services Agreement between the Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year 2015, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parkin, Inc. (CannonDesign)  
**ARCHITECT** *(Firm name)*



**SIGNATURE**  
Kevin L. Sticht  
Chief Operating Officer  
**PRINTED NAME AND TITLE**

**DATE**

Oroville Hospital  
**OWNER** *(Firm name)*



**SIGNATURE**  
Robert J Wentz  
President/CEO  
**PRINTED NAME AND TITLE**

**DATE**





# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number: 004 Date: June 24, 2020
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

1. The Architect's compensation shall be adjusted as follows:

a. Compensation for Construction Administration (CA) Phase services - the contract amount of \$2,744,880 will be increased by \$112,500 (One Hundred Twelve Thousand Five Hundred Dollars) for a new combined total of \$2,857,380. The increased cost is to cover necessary additional scope of work for KPFF (examples noted below). CA services will continue to be compensated on a time and material basis. Billing for CA services will continue to be time and material. The new contract amount is an estimate of the projected costs but is subject to change based on the circumstances of the Project.

#### Examples of Additional Scope

- Gayle Manufacturing Meetings, RFI's, and Constructability Reviews
- MEP equipment changes
- Elevator Guidemil Tube Revision
- Electrical Room Ceiling Redesign
- W10x Equipment Boom Support Steel and Boom Revisions
- Mechanical Yard Pipe Rack Supports
- Rooftop Duct Supports and Bracing
- Miscellaneous Post-award coordination
- Design of embeds for hydronic piping
- Splitting up (floor by floor) of deferred MEP support and bracing submittals

The Architect's compensation and schedule shall be adjusted as follows:

#### Compensation Adjustment:

See above

#### Schedule Adjustment:

N/A

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parkin, Inc. (CannonDesign)  
**ARCHITECT (Firm name)**



**SIGNATURE**  
Kevin L. Sticht, AIA  
Chief Operating Officer  
**PRINTED NAME AND TITLE**

**DATE** 11/9/20

Oroville Hospital  
**OWNER (Firm name)**



**SIGNATURE**  
Scott Chapple  
Chief Operating Officer  
**PRINTED NAME AND TITLE**

**DATE** 7/6/20



# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital Extended CA till 04/24/2022	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number 005 Date: November 16, 2020 CannonDesign Job No. 4845.20
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

Update on Item 1a in Amendment 003 dated February 10, 2020 and Amendment 004 dated June 24, 2020.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

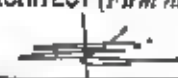
1a. Compensation for Construction Administration (CA) Phase services - the contract amount of \$2,857,380 will be increased by \$2,842,188 (Two Million Eight Hundred Forty - Two Thousand One Hundred and Eighty - Eight Dollars) for a new combined amount of \$5,699,568. CA services will continue to be compensated on a time and material basis. Billing for CA services will continue to be time and material. Compensation of work on a time and material basis shall be in accordance of the Rate Schedule, attached hereto as Exhibit 1 and new 2021 Rate Schedule. The new contract amount is an estimate of the projected cost but is subject to change based on the circumstances of the project.

**Schedule Adjustment:**

End date of construction of 03/14/2021 to extend until 04/24/2022

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parkin, Inc (CannonDesign)  
**ARCHITECT** *(Firm name)*  
  


---


**SIGNATURE**  
 Kevin L. Sticht  
 Chief Operating Officer  


---

**PRINTED NAME AND TITLE**  
 12/13/20  


---

**DATE**

Oroville Hospital  
**OWNER** *(Firm name)*  
  


---

**SIGNATURE**  
 Scott Chapple  
 Chief Operating Officer  


---

**PRINTED NAME AND TITLE**  
 12/11/20  


---

**DATE**





# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital  2767 Olive Highway Oroville, CA 95966	<b>AGREEMENT INFORMATION</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION</b> Amendment Number: 006 CannonDesign Project # 4845.20 Date: April 27, 2021
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

1. The Architect's compensation shall be adjusted as follows:

a. Compensation for Construction Administration (CA) Phase services - the contract amount of \$5,699,568 will be increased by \$167,374 (One Hundred Sixty - Seven Thousand Three Hundred and Seventy - Four Dollars) for a new combined total of \$5,866,942. The increased cost is to cover necessary additional scope of work for KPFF (examples noted below). CA services will continue to be compensated on a time and material basis. Billing for CA services will continue to be time and material. The new contract amount is an estimate of the projected costs but is subject to change based on the circumstances of the Project.

#### Examples of Additional Scope

- Additional MEP coordination
- Revision to Medical equipment
- Extension of Construction schedule to October 2022
- Equipment Revision requiring additional calculation and drawings

The Architect's compensation and schedule shall be adjusted as follows:

#### Compensation Adjustment:

See above

#### Schedule Adjustment:

End date of Construction - 4/24/2022 (subject to change)

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parkin, Inc (CannonDesign)

ARCHITECT (Firm name)



SIGNATURE

Kevin L. Stacht, AIA  
Chief Operating Officer

PRINTED NAME AND TITLE

04/27/2021

DATE

Oroville Hospital

OWNER (Firm name)



SIGNATURE

Scott Chapple  
Chief Operating Officer

PRINTED NAME AND TITLE

8/10/21

DATE



# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital  2767 Olive Highway, Oroville, CA 95966	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number: 007 CannonDesign Project No. 4845.22 Date: April 26, 2021
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc. 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

Architectural on-site project representation:

- John Miller - full-time.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Time and Material invoiced on a monthly basis (rates are subject to change at the end of the calendar year).


Schedule Adjustment:

End date of Construction - 04/24/2022 (subject to change)

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

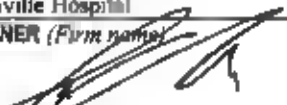
**SIGNATURES:**

Cannon/Parkin, Inc. (CannonDesign)  
ARCHITECT *(Firm name)*

  
SIGNATURE  
Kevin L. Sticht, AIA  
Chief Operating Officer  
PRINTED NAME AND TITLE

04/26/2021  
DATE

Oroville Hospital  
OWNER *(Firm name)*

  
SIGNATURE  
Scott Chapple  
Chief Operating Officer  
PRINTED NAME AND TITLE

5/18/21  
DATE



# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital Extended CA till 02/17/2023	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number 008 Date: April 08, 2022 CannonDesign Job No. 4845 20
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

Update on Item 1a in Amendment 006 dated April 27, 2021

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

1a. Compensation for Construction Administration (CA) Phase services - the contract amount of \$5,866,942 will be increased by \$1,203,452 (One Million Two Hundred Three Thousand and Four hundred and Fifty - Two Dollars) for a new combined amount of \$7,070,394. CA services will continue to be compensated on a time and material basis. Billing for CA services will continue to be time and material. Compensation of work on a time and material basis shall be in accordance with the Rate Schedule, attached here as Exhibit 1. The new contract amount is an estimate of the projected cost but is subject to change based on the circumstances of the project.

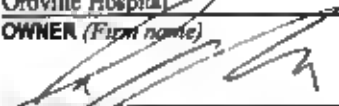
**Schedule Adjustment:**

End date of construction of 04/24/2022 to extend till 02/17/2023 (subject to change).

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parkin, Inc (CannonDesign)  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Kevin L. Stucht  
 Chief Operating Officer  
**PRINTED NAME AND TITLE**  
 5/25/22  
**DATE**

Oroville Hospital  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
 Scott Chapple  
 Chief Operating Officer  
**PRINTED NAME AND TITLE**  
 5/2/22  
**DATE**

<b>Exhibit 1 - CannonDesign 2022 Labor Rate Schedule</b>		
<b>Personal</b>	<b>Staff</b>	<b>Rate in 2022</b>
Sr Principal		\$375
Principal	Carlos Amato	\$330
Senior Vice President		\$260
Vice President		\$240
Associate Vice President	Melissa Gorman, Julian Barajas	\$225
Professional IV	Rahul Kini, Quan S, Hong T.	\$185
Professional III	Chanse Guzman	\$155
Professional II	Ryan Yang	\$140
Professional I	Lu Geng	\$105
Technician IV		\$110
Technician III		\$100
Technician II		\$90
Technician I		\$80
Administrative Support	Dolores Garcia	\$115

Rates are subject to change at the end of the calendar year





# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital Structural Engineering Fee  2767 Olive Highway, Oroville, CA 95966	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number: 009 CannonDesign Project # 4845.20  Date: April 08, 2022
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parsons, Inc 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

1. The Architect's compensation shall be adjusted as follows.

a. Compensation for Construction Administration (CA) Phase services - the contract amount of \$7,070,394 will be increased by \$65,490 (Sixty - Five Thousand Four Hundred and Ninety Dollars) for a new combined total of \$7,135,884. The increased cost is to cover necessary additional scope of work for KPFF (examples noted below). CA services will continue to be compensated on a time and material basis. Billing for CA services will continue to be time and material. The new contract amount is an estimate of the projected costs but is subject to change based on the circumstances of the Project.

**Examples of Additional Scope:**

- Additional MEP coordination
- Revision to Medical equipment
- Extension of Construction schedule to February 2023

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

See above

**Schedule Adjustment:**

End date of Construction - 2/17/2023 (subject to change)

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parsons, Inc. (CannonDesign)  
**ARCHITECT** *(Firm name)*



**SIGNATURE**  
Kevin L. Sticht, AIA  
Chief Operating Officer

**PRINTED NAME AND TITLE**

5/25/22  
**DATE**

Oroville Hospital  
**OWNER** *(Firm name)*



**SIGNATURE**  
Scott Chapple  
Chief Operating Officer

**PRINTED NAME AND TITLE**

7/2/22  
**DATE**



# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
 Oroville Hospital  
 Field Presence Adjustment  
 2767 Olive Highway,  
 Oroville, CA 95966

**AGREEMENT INFORMATION**  
 Date: June 23, 2015

**AMENDMENT INFORMATION:**  
 Amendment Number: 010  
 CannonDesign Project No: 4845.22  
 Date: April 18, 2022

**OWNER:** *(name and address)*  
 Oroville Hospital  
 2767 Olive Highway,  
 Oroville, CA 95966

**ARCHITECT:** *(name and address)*  
 Cannon/Parkin, Inc.  
 444 South Flower Street, Suite 4700, Los  
 Angeles, CA 90071

The Owner and Architect amend the Agreement as follows:

Architectural on-site project representation.

- John Miller - full-time.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment.

Time and Material invoiced on a monthly basis (rates are subject to change at the end of the calendar year).

Schedule Adjustment:


End date of Construction - 02/17/2023 (subject to change)

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23<sup>rd</sup> day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect.

**SIGNATURES:**

Cannon/Parkin, Inc (CannonDesign)  
**ARCHITECT** *(Firm name)*

Oroville Hospital  
**OWNER** *(Firm name)*

  
**SIGNATURE**  
 Kevin L. Stecht, AIA  
 Chief Operating Officer  
**PRINTED NAME AND TITLE**

  
**SIGNATURE**  
 Scott Chapple  
 Chief Operating Officer  
**PRINTED NAME AND TITLE**

5/25/22  
**DATE**

5/1/22  
**DATE**



# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital Extended CA till 12/28/2023	<b>AGREEMENT INFORMATION</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number: 012 Date: January 20, 2023 CannonDesign Job No. 4845.20
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc. 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

Update to Amendment 011 dated October 27, 2022.

The Architect's compensation and schedule shall be adjusted as follows:

### Compensation Adjustment:

Compensation for Construction Administration (CA) Phase services. CA services will continue to be compensated for approved services on a time and material basis. Billing for approved CA services will continue to be time and material. Compensation of work on a time and material basis shall be in accordance with the Rate Schedule, attached here as Exhibit 1.

### Schedule Adjustment:

End date of construction: 12/28/23 (subject to change).

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23rd day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This Amendment is to memorialize Cannon's annual rate increase only. By virtue of this amendment, Oroville Hospital is not waiving or releasing any rights or claims involving but not limited to the right to audit billings or assert any past, present or future claims it may have against Cannon for delays and/or improper billings.

### SIGNATURES:

Cannon/Parkin, Inc (CannonDesign)  
ARCHITECT *(Firm name)*



SIGNATURE  
Kevin L. Sticht  
Chief Operating Officer

PRINTED NAME AND TITLE

DATE 10/9/23

Oroville Hospital  
OWNER *(Firm name)*



SIGNATURE  
Scott Chapple  
Chief Operating Officer

PRINTED NAME AND TITLE

DATE 10/2/23

Exhibit - I

<b>Exhibit 1 - CannonDesign 2023 Labor Rate Schedule</b>	
<b>Personal</b>	<b>Rate in 2023</b>
Sr. Principal	405
Principal	350
Senior Vice President	280
Vice President	260
Associate Vice President	240
Arch IV	195
Arch III	165
Arch II	150
Arch IB	135
Admin	125
Field Architect	205

Rates are subject to change at the end of the calendar year



# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital Field Presence Adjustment 2767 Olive Highway, Oroville, CA 95966	<b>AGREEMENT INFORMATION:</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION:</b> Amendment Number: 013 CannonDesign Project No: 4845 23 Date: January 20, 2023
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway, Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc 444 South Flower Street, Suite 4700, Los Angeles, CA 90071	

The Owner and Architect amend the Agreement as follows:

Architectural on-site project representation:

- John Miller - full-time.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Time and Material invoiced on a monthly basis (rates are subject to change at the end of the calendar year).

Schedule Adjustment:

End date of construction: 12/28/23 (subject to change).

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23rd day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This Amendment is to memorialize Cannon's annual rate increase only. By virtue of this amendment, Oroville Hospital is not waiving or releasing any rights or claims involving but not limited to the right to audit billings or assert any past, present or future claims it may have against Cannon for delays and/or improper billings.

**SIGNATURES:**

Cannon/Parkin, Inc. (CannonDesign)  
ARCHITECT *(Firm name)*

Oroville Hospital  
OWNER *(Firm name)*

SIGNATURE  
Kevin L. Sticht, AIA  
Chief Operating Officer  
PRINTED NAME AND TITLE

SIGNATURE  
Scott Chapple  
Chief Operating Officer  
PRINTED NAME AND TITLE

DATE 10/9/23

DATE 10/4/23





# AIA Document G802<sup>®</sup> – 2017

## ***Amendment to the Professional Services Agreement***

<b>PROJECT:</b> <i>(name and address)</i> Oroville Hospital Structural Engineering Fee  Project 004845.20	<b>AGREEMENT INFORMATION</b> Date: June 23, 2015	<b>AMENDMENT INFORMATION</b> Amendment Number: 014 Date: March 31, 2023
<b>OWNER:</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway Oroville, CA 95966	<b>ARCHITECT:</b> <i>(name and address)</i> Cannon/Parkin, Inc. 444 S Flower Street, Suite 4700 Los Angeles, California 90071	

The Owner and Architect amend the Agreement as follows.  
**KPF - Additional Construction Administration (CA) Services for the Oroville Hospital New Wing Addition Project. Construction Schedule is extended to December 28, 2023.**

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

A Time and Material fee Not to Exceed (T&M NTE) Twenty-Nine Thousand Dollars (\$29,000.00) as per the labor rate attached.

**Schedule Adjustment:**

Construction Schedule is extended to December 28, 2023.

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23rd day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This Amendment is to memorialize KPF's annual rate increase only. By virtue of this amendment, Oroville Hospital is not waiving or releasing any rights to audit billings or assert any claims it may have against KPF for delays and/or prior or future improper billings that may be discovered. All work will be reviewed and approved by Scott Chapple prior to commencement.

**KPF 2023 Hourly Rate Schedule**

Expert Witness - \$350.00 to \$400.00 per hour  
 Principal-In-Charge - \$220.00 to \$300.00 per hour  
 Project Managers, Associates - \$150.00 to \$240.00 per hour  
 Project Engineers - \$135.00 to \$180.00 per hour  
 Design Engineers - \$110.00 to \$150.00 per hour  
 BIM Managers - \$170.00 to \$195.00 per hour  
 REVIT Modelers - \$120.00 to \$170.00 per hour  
 Administration - \$80.00 to \$150.00 per hour

Note. Hourly rates for employees are subject to annual adjustments. Services will be billed at the employee's hourly rate in place at the time the service is provided.

**2023 Reimbursable Expenses**

Reimbursable expenses are in addition to the fees for Basic services and include actual expenditures made by KPF in the interest of the project. Reimbursable expenses include, but are not limited to messenger and delivery services, reproduction

for other than in-house check prints, CAD plotting, long distance telephone charges, meals, lodging, and travel beyond what is noted in the scope of work. Reimbursable expenses are separate from our fees and will be billed at our cost.

SIGNATURES:

Cannon/Parkin, Inc.  
ARCHITECT (Firm name)



SIGNATURE  
Kevin L. Sticht, AIA  
Chief Operating Officer  
PRINTED NAME AND TITLE

10/5/23  
DATE

Oroville Hospital  
OWNER (Firm name)



SIGNATURE  
Scott Chapple  
Chief Operating Officer  
PRINTED NAME AND TITLE

10/2/23  
DATE





# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

PROJECT (name and address)	AGREEMENT INFORMATION	AMENDMENT INFORMATION
Oroville Hospital MEP + IT Engineering 1 cc  Project 004845-20	Date: June 23, 2015	Amendment Number: 015 Date: March 31, 2023
OWNER (name and address)	ARCHITECT (name and address)	
Oroville Hospital 2767 Olive Highway Oroville, CA 95966	Cannon/Parkin, Inc. 444 S Flower Street Suite 4700 Los Angeles, California 90071	

The Owner and Architect amend the Agreement as follows:  
 Mazzetti – ASR #21 Construction Administration Duration Extension  
 Additional MEP + IT Construction Administration duration from through December 28, 2023

The Architect's compensation and schedule shall be adjusted as follows:

#### Compensation Adjustment

A Time & Material fee Not to Exceed (T&M NTE) Three Hundred Thirty-Nine Thousand Nine Hundred Fifteen Dollars (\$339,915.00) as per the labor rate attached.

#### Schedule Adjustment

End date of construction: December 28, 2023 (subject to change)

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23rd day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This Amendment is to memorialize Mazzetti's annual rate increase only. By virtue of this amendment, Oroville Hospital is not waiving or releasing any rights or claims involving but not limited to the right to audit billings or assert any past, present or future claims it may have against Mazzetti for delays and/or prior or future improper billings that may be discovered.

#### Mazzetti's Professional Services Rates

Principal - \$330/hr  
 Associate Principal - \$285/hr  
 Senior Associate - \$245/hr  
 Project Manager - \$245/hr  
 Associate Sr Engineer - \$225/hr  
 Engineer/Sr Designer/BIM Manager - \$190/hr  
 Designer - \$160/hr  
 Project Coordinator - \$155/hr  
 BIM Technician - \$140/hr  
 Project Assistant - \$145/hr  
 Admin Support - \$125/hr

Suspense Review Date: December 31, 2023

Escalation Rate per Annum: 3%

SIGNATURES

Cannon Parkin, Inc  
ARCHITECT (firm name)



SIGNATURE  
Kevin L. Sticht, AIA  
Chief Operating Officer

PRINTED NAME AND TITLE

9/26/23  
DATE

Oroville Hospital  
OWNER (firm name)



SIGNATURE  
Scott Chapple  
Chief Operating Officer

PRINTED NAME AND TITLE

9/26/23  
DATE



# Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT (name and address)**  
Oroville Hospital  
Extended CA until 12/31/2024

**AGREEMENT INFORMATION**  
Date June 23, 2015

**AMENDMENT INFORMATION**  
Amendment Number 016  
Date December 15, 2023

Project 004844-20

**OWNER (name and address)**  
Oroville Hospital  
2767 Olive Highway  
Oroville, CA 95966

**ARCHITECT (name and address)**  
Cannon Parkin, Inc.  
444 S Flower Street Suite 4700  
Los Angeles California 90071

The Owner and Architect amend the Agreement as follows.  
Update to Amendment 012 dated January 20, 2023

The Architect's compensation and schedule shall be adjusted as follows

**Compensation Adjustment**

Compensation for Construction Administration (CA) Phase services. CA services will continue to be compensated for approved services on a time and material basis. Billing for approved CA services will continue to be time and material. Compensation of work on a time and material basis shall be in accordance with the Rate Schedule, attached here as Exhibit 1

**Schedule Adjustment**

End date of construction per the Owners Project Schedule

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the Twenty-Third day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This Amendment is to memorialize Cannon's annual rate increase only. By virtue of this amendment Oroville Hospital is not waiving or releasing any rights or claims involving but not limited to the right to audit billings or assert any past, present or future claims it may have against Cannon for delays, errors and omissions and/or improper billings.

**SIGNATURES**

Cannon/Parkin, Inc.  
**ARCHITECT (Firm name)**



**SIGNATURE**  
Kevin L. Sticht, AIA  
Chief Operating Officer

**PRINTED NAME AND TITLE**

1/12/24  
**DATE**

Oroville Hospital  
**OWNER (Firm name)**



**SIGNATURE**  
Scott Chapple  
Chief Operating Officer

**PRINTED NAME AND TITLE**

1/15/24  
**DATE**

<b>Exhibit 1 - CannonDesign 2024 Labor Rate Schedule</b>	
<b>Personal</b>	<b>Rate In 2024</b>
Sr. Principal	\$425
Principal	\$365
Senior Vice President	\$295
Vice President	\$275
Associate Vice President	\$250
Arch IV	\$205
Arch III	\$175
Arch II	\$160
Arch IB	\$145
Admin	\$135
Field Architect	\$215

Rates are subject to change at the end of the calendar year



 **Document G802<sup>®</sup> – 2017**

**Amendment to the Professional Services Agreement**

**PROJECT** *(name and address)*  
 Oroville Hospital  
 Field Presence Adjustment  
 276<sup>th</sup> Olive Highway  
 Oroville CA 95966

**AGREEMENT INFORMATION**  
 Date June 23, 2015

**AMENDMENT INFORMATION**  
 Amendment Number 017  
 Date December 15 2023

Project 004945 22

**OWNER** *(name and address)*  
 Oroville Hospital  
 276<sup>th</sup> Olive Highway  
 Oroville CA 95966

**ARCHITECT** *(name and address)*  
 Cannon Parkin Inc  
 444 S Flower Street, Suite 4700  
 Los Angeles California 90071

The Owner and Architect amend the Agreement as follows  
 Architectural on-site project representation  
 John Miller

The Architect's compensation and schedule shall be adjusted as follows

**Compensation Adjustment**

Time and Material invoiced on a monthly basis (rates are subject to change at the end of the calendar year)

**Schedule Adjustment**

End date of construction per the Owners Project Schedule

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the Twenty-Third day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This Amendment is to memorialize Cannon's annual rate increase only. By virtue of this amendment, Oroville Hospital is not waiving or releasing any rights or claims involving but not limited to the right to audit billings or assert any past, present or future claims it may have against Cannon for delays, errors and omissions and/or improper billings.

**SIGNATURES**

Cannon Parkin, Inc  
**ARCHITECT** *(Firm name)*

  
**SIGNATURE**  
 Kevin E. Sticht AIA  
 Chief Operating Officer  
**PRINTED NAME AND TITLE**

1/12/24  
**DATE**

Oroville Hospital  
**OWNER** *(Firm name)*

  
**SIGNATURE**  
 Scott Chapple  
 Chief Operating Officer  
**PRINTED NAME AND TITLE**

1/15/24  
**DATE**





# AIA Document G802<sup>®</sup> – 2017

## Amendment to the Professional Services Agreement

**PROJECT** *(name and address)*  
 Oroville Hospital  
 Structural Engineering Fee

**AGREEMENT INFORMATION**  
 Date: June 23, 2015

**AMENDMENT INFORMATION**  
 Amendment Number 018  
 Date: December 15, 2023

Project 004845 20

**OWNER** *(name and address)*  
 Oroville Hospital  
 2767 Olive Highway  
 Oroville, CA 95966

**ARCHITECT** *(name and address)*  
 Cannon/Parkin, Inc  
 444 S Flower Street, Suite 4700  
 Los Angeles, California 90071

The Owner and Architect amend the Agreement as follows:  
**KPF - Additional Construction Administration (C/A) Services for the Oroville Hospital New Wing Addition Project Construction Schedule is extended per the Owners Project Schedule**

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment**

A Time and Material fee Not to Exceed (T&M NTF) Seven Thousand Five Hundred Dollars (\$7,500.00) as per the labor rate attached.

**Schedule Adjustment**

Construction Schedule per the Owners Project Schedule

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the Twenty-Third day of June in the year Two Thousand Fifteen shall remain valid and in full force and effect. This Amendment is to memorialize KPF's annual rate increase only. By virtue of this amendment, Oroville Hospital is not waiving or releasing any rights to audit billings or claims it may have against KPF for delays, errors and omissions and/or prior or future improper billings that may be discovered. All work will be reviewed and approved by Scott Chapple prior to commencement.

**KPF 2024 Hourly Rate Schedule**

- Expert Witness - \$350.00 to \$400.00 per hour
- Principal In-Charge - \$220.00 to \$300.00 per hour
- Project Managers - Associates - \$150.00 to \$240.00 per hour
- Project Engineers - \$135.00 to \$180.00 per hour
- Design Engineers - \$110.00 to \$150.00 per hour
- BIM Managers - \$170.00 to \$195.00 per hour
- RVT Modelers - \$120.00 to \$170.00 per hour
- Administration - \$80.00 to \$150.00 per hour

Note: Hourly Rates are subject to change at the end of the calendar year. Services will be billed at the employee's hourly rate in place at the time the service is provided.

**2024 Reimbursable Expenses**

Reimbursable expenses are in addition to the fees for Basic services and include actual expenditures made by KPF in the interest of the project. Reimbursable expenses include, but are not limited to messenger and delivery services, reproduction

for other than in house check prints, CAD plotting, long distance telephone charges, meals, lodging and travel beyond what is noted in the scope of work. Reimbursable expenses are separate from our fees and will be billed at our cost.

**SIGNATURES**

Cannon Parkin, Inc  
ARCHITECT (Firm name)



SIGNATURE  
Kevin L. Stecht, AIA  
Chief Operating Officer  
PRINTED NAME AND TITLE

DATE 1/12/24

Oroville Hospital  
OWNER (Firm name)



SIGNATURE  
Scott Chapple  
Chief Operating Officer  
PRINTED NAME AND TITLE

DATE 1/15/24





# AIA Document G802<sup>®</sup> – 2017

## ***Amendment to the Professional Services Agreement***

<b>PROJECT</b> <i>(name and address)</i> Oroville Hospital MEP + IT Engineering Fee  Project 004845-20	<b>AGREEMENT INFORMATION</b> Date June 23, 2015	<b>AMENDMENT INFORMATION</b> Amendment Number 019  Date December 15, 2023
<b>OWNER</b> <i>(name and address)</i> Oroville Hospital 2767 Olive Highway Oroville, CA 95966	<b>ARCHITECT</b> <i>(name and address)</i> Cannon Parkin, Inc. 444 S Flower Street, Suite 4700 Los Angeles, California 90071	

The Owner and Architect amend the Agreement as follows:  
Additional MEP + IT Construction Administration duration: per the Owners Project Schedule

The Architect's compensation and schedule shall be adjusted as follows:

#### Compensation Adjustment

A Time & Material fee Not to Exceed (T&M NTF) Two Hundred Thirty Nine Thousand Nine Hundred Forty Dollars (\$239,940.00) as per the labor rate attached.

#### Schedule Adjustment

End date of construction: per the Owners Project Schedule

All of the other terms and conditions contained in the Architectural Services Agreement between Owner and Architect executed between the parties and dated the 23rd day of June in the year Two Thousand Fifteen, shall remain valid and in full force and effect. This amendment is to memorialize Mazzetti's annual rate increase only. By virtue of this amendment Oroville Hospital is not waiving or releasing any rights or claims involving but not limited to the right to audit billings or assert any past, present or future claims it may have against Mazzetti for delays, errors and omissions and/or prior or future improper billings that may be discovered.

Principal - \$340/hr  
Associate Principal - \$294/hr  
Senior Associate - \$252/hr  
Project Manager - \$252/hr  
Associate Sr Engineer - \$232/hr  
Engineer Sr Designer/BIM Manager - \$196/hr  
Designer - \$165/hr  
Project Coordinator - \$160/hr  
BIM Technician - \$144/hr  
Project Assistant - \$150/hr  
Admin Support - \$129/hr

Rates are subject to change at the end of the calendar year.

**SIGNATURES**

Cannon Parkin, Inc  
ARCHITECT (Firm name)



SIGNATURE  
Kevin E. Sticht, AIA  
Chief Operating Officer

PRINTED NAME AND TITLE

1/12/24  
DATE

Oroville Hospital  
OWNER (Firm name)



SIGNATURE  
Scott Chapple  
Chief Operating Officer

PRINTED NAME AND TITLE

1/15/24  
DATE