

Del Puerto Health Care District
PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into and effective as of _____, 2025, by and between Del Puerto Health Care District ("District" or "DPHCD") and _____ ("Consultant").

1. Scope of Services.

(a) District has requested that Consultant provide all _____ services as may be required or necessary for District to obtain _____ for the Del Puerto Health Medical Park Project ("Project"). Consultant shall perform those services specified in and reasonably inferred by this Agreement (including without limitation all activities as may be reasonably necessary or required by _____ and by Exhibit A, and all documents referred to herein. All documents prepared by Consultant concerning the services required under this Agreement shall include the necessary provisions for compliance with applicable government requirements, codes, laws, rules, regulations, ordinances and standards.

(b) Exhibit A sets forth (i) the scope of services to be provided by Consultant under this Agreement to _____; and (ii) the "Not to Exceed Fee" for the scope of services to be provided by Consultant.

(c) Consultant shall appoint one individual who shall be authorized to act on behalf of Consultant and with whom District may consult and whose instructions, requests, and decisions shall be binding on Consultant as to all matters pertaining to this Agreement. Such individual, _____, shall not be reassigned or removed from the Project absent the written agreement or direction of the District.

(d) During the entire performance of its scope of services, Consultant shall provide necessary and timely information to, and shall cooperate, consult and coordinate with, all other consultants of District on the Project.

2. Schedule of Performance.

Consultant shall perform and complete all services hereunder expeditiously and so as to not delay the Project, and in accordance with the schedule of services as set forth in Exhibit B and/or the Project schedule or schedules from time to time issued in writing to Consultant by District. Time is of the essence in this Agreement. Neither Consultant nor District shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

3. Standard of Care.

(a) Consultant represents that it is familiar with _____. Consultant shall perform its services and prepare design documents hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality to the Project, and under the same or similar circumstances as delineated in this Agreement. Consultant shall correct or re-perform any plans, reports, maps or those services not meeting this standard at its own expense without additional compensation from District.

(b) The approval of any document by District or any of District's representatives or agents shall not relieve the Consultant from such liability as the Consultant might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement. Consultant's (and/or its subconsultants') signing of any drawings, stamping any drawing or issuance of any drawing shall be a

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material representation that the design elements set forth therein are accurate and proper, and fully coordinated with all other elements, components and details of the design. Consultant acknowledges that District is retaining Consultant based upon Consultant's representation as to its skill and expertise in the subject matter of the Project.

(c) Consultant shall be responsible for the preparation of _____ to the extent it prepares such documents within the scope of this Agreement. It shall fully comply with all communicated District _____ and other requirements of the public agency(ies) having jurisdiction over the locale in which the Project is located. The Consultant shall perform, at its own expense any materials furnished under the Agreement necessary to correct errors, omission, conflicts, inconsistencies or deficiencies for which the Consultant is responsible.

(d) The Consultant shall investigate thoroughly all new materials it proposes to use on the Project that have not been proven in the specific type of service involved, and whose promotion is based upon unsupported statements and lists of supposedly satisfied users. Materials must be used in a manner that will afford the maximum service at the lowest comparable cost. Operation and maintenance costs must be weighed against initial costs to achieve maximum economy.

4. Compensation; Consultant's Invoice and Method of Payment.

A. Compensation.

The compensation to be paid to Consultant is the "Not to Exceed Fee" as set forth in Exhibit A. To the extent the cost for Consultant's services exceed the Not to Exceed Fee, Consultant shall complete all services required hereunder at no additional expense to District, unless District approves an augmentation of the amount or "Not to Exceed Fee" to be paid to Consultant.

The work performed by any subconsultant to Consultant at the Project shall be included in the "Not to Exceed Fee", invoiced directly by Consultant to District on a monthly basis as part of Consultant's invoice at rates and/or in amounts to be negotiated and agreed to by Consultant, its subconsultants and the Consultant shall use to its best efforts to minimize fees incurred by subconsultants for the duration of the Project.

B. Consultant's Invoice and Method of Payment.

Within the first five days of each month, Consultant shall furnish to District a statement/invoice of the work performed for compensation during the preceding month. District shall pay undisputed invoices, or any portions thereof that are not disputed, within 30 days of receipt of same. Unpaid undisputed invoices shall bear interest at the rate of 10% per annum. Each invoice shall specify the amount requested and a detailed record of the month's actual reimbursable expenditures. Consultant acknowledges and agrees that meals shall not be reimbursable expenditures. All reimbursable expenditures shall be paid at actual costs plus 15% mark-up.

For any services for which Consultant seeks payment on an hourly basis, Consultant and its subconsultants shall keep daily time records for all such services. The sole exception shall be clerical assistance for which no amount shall be charged. Each time entry shall be accompanied by a description, in sufficient detail, to enable another individual to discern the task(s) performed.

For services performed on an hourly basis, each invoice shall include a detailed identification of all time entries. Each time entry on an invoice shall contain, at a minimum, the following: date of work, each timekeeper's initials/name, detailed description of effort/task performed by each timekeeper, amount of time for each effort/task (in tenths of an hour), aggregate of time expended that day, rate, and total charge for each day for each timekeeper.

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District shall have the right to withhold from payments due to Consultant such sums as are necessary to protect District against any loss or damage which may result from negligence or unsatisfactory work by Consultant, failure by Consultant to perform its obligations hereunder, or claims filed against Consultant or District relating to Consultant's services.

No payment by District for any services rendered is a waiver of District's rights to later claim that said services were performed in a manner inconsistent with the Consultant's standards and obligations hereunder, and Consultant, in submitting any and all invoices for payment, acknowledges that it is making a positive representation of a material fact that all time included, and all reimbursable costs included, in each invoice presented, were in fact incurred and expended, in accordance with the terms of this Agreement, and are valid charges to be borne by District.

5. Independent Contractor.

It is understood and agreed that Consultant (including Consultant's employees and any and all subconsultants (and their respective employees) retained by Consultant), in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of District; and, as an independent contractor, neither Consultant nor Consultant's employees (or subconsultants) shall have any rights to retirement benefits or other benefits that accrue to District's employees, and Consultant hereby expressly waives any claim it or its employees (or subconsultants) may have to any such benefits or rights. Consultant hereby agrees to defend, indemnify and hold harmless District from any and all claims based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

6. Assignability.

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of District, which may be withheld in District's sole and subjective discretion. Any attempt by Consultant to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

7. Indemnification.

To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify and hold District and its board members, officers, directors, members, agents, consultants and employees (the "Indemnified Parties") harmless from all losses, claims, liabilities, injuries, costs and expenses including, without limitation, attorneys' fees and court costs, that District or the Indemnified Parties may incur arising out of or occurring in connection with (a) the negligent acts or omissions of Consultant or any employee or agent of Consultant or any firm or person directly or indirectly employed by Consultant (including but not limited to subconsultants, or any of them), while engaged in the performance of the Project, or any activity associated therewith or related thereto, or (b) the breach by Consultant or any subconsultant or any agent or employee of Consultant or any subconsultant of any provision of this Agreement, but only to the extent arising out of, pertaining to, or relating to the negligence, willful misconduct or recklessness of the Consultant and to the extent not arising from the sole or active negligence or willful misconduct of the Indemnified Parties or defects in design furnished by the Indemnified Parties. This Section is intended to comply with, and will be interpreted in compliance with, Civil Code §§ 2782, *et seq.*, including without limitation §2782.8 which provides, in part, that the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault except as otherwise allowed in §2782.8. Acceptance of insurance certificates or endorsements, or the insurance required hereunder,

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does not relieve Consultant from liability under this section. The indemnity rights and obligations in this Section shall survive the expiration or termination of this Agreement.

8. Insurance Requirements.

Consultant agrees to have and maintain during the term of this Agreement and for at least four (4) years following the completion of Consultant's services hereunder the following policies of insurance:

A. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). \$2,000,000 per occurrence for bodily injury, personal injury and property damage (\$4,000,000 aggregate). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). \$2,000,000 per accident for bodily injury and property damage, combined single limit.

C. Workers' Compensation insurance as required by the State of California.

D. Employer's Liability insurance. \$1,000,000 per accident for bodily injury or disease, and in the aggregate.

E. Errors and Omissions liability insurance appropriate to the Consultant's profession. Consultant's coverage is to be endorsed to include contractual liability; \$2,000,000 per occurrence or claim (\$5,000,000 aggregate).

F. Other Insurance Provisions:

(1) The general liability and automobile liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. District, its Board members, directors, officials, officers, employees, agents and volunteers are to be covered as additional insureds, with no special limitations on the scope of coverage afforded to them, with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant, and with respect to liability arising out of work or operations by or on behalf of the Consultant. General liability coverage may be provided in the form of an endorsement to the Consultant's insurance or as a separate District's policy.

b. For any claims related to this project, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects District, its Board members, directors, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its Board members, directors, officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for premium non-payment and only after ten (10) days' prior written notice has been given to District.

(2) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing to District.

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(3) Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by District in writing. In addition, the insurance policies shall not provide that any self-insured retention or deductible can only be paid by the Consultant or a subconsultant. Consultant and all subconsultants appoint the District as their agent to pay, at District's sole discretion, and without any obligation to do so, any self-insured retention or deductible on said policies.

(4) Consultant shall furnish District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are required to be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

(5) Consultant shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated above, and Consultant shall confirm said coverages prior to the performance of work by each subconsultant.

(6) Any failure of Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District and its Board members, directors, officers, officials, employees, agents or volunteers.

(7) The Consultant's Workers' Compensation and Employer's Liability policies shall contain an endorsement that waives any right of subrogation against District, its Board members, directors, officers, officials, employees, agents and volunteers.

(8) If the Consultant fails to procure or maintain insurance as required by this Agreement, or fails to furnish District with proof of such insurance, District, at its discretion, may procure any or all of such insurance. Premiums for such insurance procured by District shall be deducted and retained from any sums due the Consultant under the contract. Failure of District to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

(9) The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its subconsultants of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by District.

9. Termination.

(a) District shall have the right to terminate this Agreement, without cause, by giving to Consultant written notice of termination.

(b) If Consultant fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from District to Consultant, in addition to all other remedies provided by law, District may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to Consultant hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by Consultant to perform its services, and obtain from Consultant working copies of all project documents prepared by Consultant for the purpose of allowing District or another consultant to complete the services or any portion thereof, all of which materials and documents Consultant hereby assigns to District effective upon any such default by Consultant; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner District may deem expedient; and/or (v) if District deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by Consultant, District, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to Consultant hereunder or otherwise. District shall have the right to exercise

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any of the remedies in clauses (i) through (v) above, together with any and all other rights and remedies available to District at law, in equity or as otherwise provided by this Agreement, whether or not it terminates this Agreement.

(c) In the event of termination under 9(a) or 9(b) above, Consultant shall deliver to District copies of all reports, documents, and other work performed by Consultant under this Agreement and, upon receipt thereof, District shall pay Consultant all sums due under this Agreement as a percent of work completed effective as of the date of termination, plus approved reimbursable expenses consistent with this Agreement, less any damages incurred or which may be incurred by District as a result of Consultant's conduct and/or as set forth in Section 9(b) above.

(d) District shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving written notice of suspension to Consultant. If District gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

10. Ownership of Materials/Confidentiality/Publicity.

All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by Consultant or any other party engaged directly or indirectly by Consultant to perform the services required hereunder shall be and remain the property of District without restriction or limitation upon their use by District. Consultant hereby assigns to District all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any actions which would impair those rights. Consultant's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without District's prior written consent.

Upon the request of District, or upon the termination or expiration of this Agreement, Consultant shall immediately deliver to District all Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes or computer-related media). Consultant may retain copies thereof for its files and internal use. The District will hold harmless the Consultant for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless District obtains a validation of that use or reuse from the Consultant.

In addition, all Work Product, discussions and other information prepared, developed or received by or for Consultant in the performance of this Agreement are confidential and shall be solely the property of District, and are not to be disclosed to any person except with the prior written permission of District, or as required by law. Consultant shall notify District immediately if a subpoena or other legal process related to such information is served on Consultant and shall cooperate with District, at District's expense, in any lawful effort by District to contest such subpoena or other legal process. Any publicity, advertisement or press release with respect to the Project shall be under the sole discretion and control of District, and Consultant and its subconsultants shall not have any contact with the public press or media representatives regarding the Project without the prior written consent of District.

Consultant shall cause each of its subconsultants to comply with each provision of this Section 10 applicable to Consultant. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

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11. Waiver.

Consultant agrees that waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by District of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

12. Consultant's Books and Records.

(a) Consultant shall maintain (and shall require its subconsultants to maintain) any and all ledgers, books of account, invoices, original and electronically stored time entries, vouchers, cancelled checks, and other records or documents evidencing or relating to costs incurred, work performed, charges for services, or expenditures and disbursements charged to District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

(b) Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by District. Copies of such documents shall be provided to District for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that such records or documents may be lost or discarded due to dissolution, relocation, disbandment or termination of Consultant's business, District may, by written request by any of the above-named officers, require that custody of such records and documents be given to District and that such records and documents shall be maintained by District. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest during regular business hours.

13. Licenses/Compliance with Laws.

Consultant represents and warrants that it and its subconsultants are duly licensed by the State of California to perform the services hereunder and agrees that it and its subconsultants will maintain all such licenses to perform such services. Consultant shall keep itself fully informed of and shall observe and comply (and provide proof to District, if requested, that it has complied) with all applicable laws, ordinances, codes and regulations, including, but not limited to, all federal, state and local governments, including those relating to safety, environmental protection, labor, hazardous substances and legal employment opportunities; shall pay all local, state and federal taxes; and shall pay all benefits, insurance, taxes, contributions to Social Security and Unemployment which are measured by wages, salaries or other remuneration paid to Consultant's (and its Subconsultants') employees.

14. Notices.

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

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To District: Karin Freese, CEO
Del Puerto Health Care District
Mailed: P.O. Box 187
Served: 875 E Street
Patterson, CA 95363

To Consultant: _____

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

15. Employment Practices.

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

16. Subconsultants.

In performing its services under this Agreement, Consultant agrees to retain and use the professional subconsultants listed in the attached Exhibit C, if any, for the listed services and Consultant shall be responsible for their work commencing from the date of this Agreement (inclusive of all subconsultants required to perform the work required under this Agreement). The professional subconsultants listed in attached Exhibit C, if any, may include both existing (current) subconsultants and third party subconsultants Consultant may retain if so directed in the sole discretion of the District. Consultant agrees, if directed by the District, to accept an assignment of the agreements of any current subconsultants, but only with respect to work performed subsequent to the effective date of this Agreement. The work performed by subconsultants at the Project shall be invoiced directly by Consultant to the District on a monthly basis as part of Consultant's invoice at rates and/or in amounts to be negotiated and agreed to by Consultant, its subconsultants and the District. Consultant shall provide District with the details of Consultant's arrangement with the subconsultants, including the amount and manner of their compensation for any design, construction and post-construction phases. Any changes in the subconsultants listed in Exhibit C may be done only with the prior written consent of District.

Consultant shall enter into a written agreement with each subconsultant performing services in conjunction with the requirements of this Agreement. Contracts between the Consultant and subconsultants shall (1) require each subconsultant, to the extent of the services to be performed by the subconsultant, to be bound to the Consultant by the terms of this Agreement, and (2) to assume toward the Consultant all the obligations and responsibilities which the Consultant, by these documents, assumes towards the District. This expressly includes, without limitation, the indemnity and insurance provisions, and the standard of care set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing contained herein shall be construed to create any contractual relationship, express or implied, between District and any Subconsultant. District expressly disclaims any contractual or other obligation or liability to any Subconsultant. Consultant shall, upon request by District, provide to District copies of all contracts between Consultant and any of its subconsultants. Consultant shall use to its best efforts to minimize fees incurred by any subconsultants for the duration of the Project.

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17. Interpretation.

Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

18. Signator's Warranty.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

19. Conflict of Interest.

Consultant certifies that it has disclosed to District any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise District of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either District ordinance or State law.

20. Governing Law/Venue.

This Agreement is made and entered into and shall be performed in Stanislaus County, California, and the rights and liabilities of the parties and the interpretation and construction of the Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Dispute Resolution.

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation procedures as otherwise agreed to by the District and Consultant before commencing litigation proceedings. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by litigation or binding arbitration at the discretion of District. The litigation or arbitration and this Agreement shall be governed by the laws of the State of California. Further, Consultant consents, at the sole discretion of the District, to join in any dispute proceedings (whether litigation or arbitration) involving any third party(ies) which may arise from any aspect of the services provided by Consultant pursuant to this Agreement. Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under any contract documents or agreements, Consultant and District shall carry on with the performance of their duties hereunder, including Consultant's performance of the Services and District's payment for same, during the pendency of any claim, dispute or other matter in question or any proceeding to resolve any claim, dispute or other matter in question.

22. Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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23. Integration Clause.

This Agreement represents the entire agreement of the parties concerning the subject matter hereof and supersedes all prior negotiations, proposals, representations, or agreements of the parties, whether written or oral, with respect to such subject matter.

24. Conflict of Interest.

In accordance with the District's Organizational Conflict-of-Interest Policy for Progressive Design-Build Projects, Consultant acknowledges and agrees that Consultant is unable to submit any proposal to District as a design-build entity or to join and/or participate on any design-build team (and District is unable to accept any such proposal) with respect to any project arising from or concerning the Del Puerto Health Master Plan, including, without limitation, the Ambulance Station/Administration Building, the Medical Office Building, the Behavioral Health Center, Senior Care Center, Hospital, Mixed Use Buildings (Commercial and/or Housing), General Commercial Space, or any other improvement, structure, of facility that may be constructed within the site of the Del Puerto Master Health Plan.

IN WITNESS HEREOF, this Agreement is entered and made as of the date first written above.

"Consultant"

By: _____

Name: _____

Title: _____

"District"

Del Puerto Health Care District

By: _____

Name: Karin Freese

Title: Chief Executive Officer

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EXHIBIT A

SCOPE OF SERVICE AND “NOT TO EXCEED” FEE FOR SERVICES

SAMPLE

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EXHIBIT B

SCHEDULE OF SERVICES

SAMPLE

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EXHIBIT C

LIST OF SUBCONSULTANTS (IF ANY)

SAMPLE