

## Letter of Agreement

---

**June 6, 2023**

Robert Johnston  
Clinton Hospital Authority  
PO Box 1177  
Clinton, OK 73601

Re: Proposal for Architectural Services  
Clinton Hospital  
HFG Project #H OK CLTN 23100

Dear Mr. Johnston,

We appreciate the opportunity to propose our services for this project. This letter is a proposal from HFG Architecture to the **Clinton Hospital Authority** to provide hourly architectural services related to the **Clinton Hospital Life-Safety Planning Project** in Clinton, OK.

### General Approach

HFG understands that the scope of services to be provided will be client-directed and will include verification and updates to the life-safety plan for the existing hospital, reviewed as **existing** (vs. new) for the purpose of relicensing the hospital to reopen in 2023.

Minor plan adjustments are expected to be made as part of this exercise to reflect desired uses of spaces and rooms. A walk-through will be held with OSDH, the Owner/Owner's consultants, and the Architecture team to determine which elements need to be updated for licensure. It is not expected that construction documents will need to be created as part of this contract. An engineering review is not included in the project nor is a full FGI review of existing conditions.

### Needs

Existing floor plans for the clinic would be helpful if available. Otherwise, these will need to be created as part of this process.

### Proposed Compensation & Schedule

Based on the scope above, HFG will bill on an hourly basis plus reimbursable expenses for this project utilizing current hourly rates.

### Additional Terms and Conditions

HFG will bill you monthly for work accomplished. All reimbursable expenses including travel (mileage and tolls associated with travel to and from the project site), plotting, printing, postage, meals, and communications will be billed separately at a multiple of 1.15 times the actual expense and are in addition to the fee. Fees for Building Permits or other review fees have not been included. As always, we will endeavor to keep all expenses to a minimum.

We believe that based upon our healthcare experience with similar projects, we can provide superior services for your project. HFG appreciates the opportunity to submit this letter to serve your needs. It would be my

## Letter of Agreement

---

pleasure to answer any questions you may have or to provide additional information. We look forward to working with you on this project.

Sincerely,

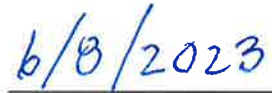
**HEALTH FACILITIES GROUP, LLC. Medical Planning and Architecture**

A handwritten signature in blue ink, appearing to read "D. Robinett", with a stylized flourish at the end.

Dwayne A. Robinett, AIA, LEED AP  
Vice President, Principal

A handwritten signature in blue ink, reading "Robert Johnston", written in a cursive style.

Accepted By:

A handwritten date in blue ink, reading "6/8/2023", written in a cursive style.

Date

CC: David Wright, Bob Dotson  
Attachments: HFG Standard Conditions, 2023 Hourly Rates

## HFG Standard Conditions

1. **INITIATION.** HFG is authorized to proceed with the services upon its receipt of a signed copy of the proposal letter.
2. **STANDARD OF CARE.** HFG will perform its services with the level of care and skill ordinarily exercised by architects under similar circumstances at the time the services are performed, in the locale of the project.
3. **GUARANTEE.** HFG does not warrant or guarantee any certification of the project, including any level of LEED certification. HFG does not provide an express warranty or guarantee on its services and does not warrant that its Documents will accomplish a particular purpose.
4. **SCHEDULE.** HFG will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the project, but not subject to any firm schedule or completion date. Client acknowledges that Owner-directed changes, unforeseen conditions, and other delays may affect the completion of HFG's services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of HFG's services. In no event shall HFG have control over or responsibility for any contractor or vendor's performance schedule.
5. **NO LIABILITY FOR THE CONTRACTORS' ACTS/OMISSIONS.** HFG shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions the contractor, its subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents. HFG is not undertaking any obligation for construction site safety.
6. **COST ESTIMATES.** Since HFG has no control over the cost of construction, labor, material or equipment, a contractor's methods of determining prices, or competitive bidding or market conditions, the estimates of construction costs which may be made in the course of these services are made on the basis of HFG's experience. HFG cannot and does not guarantee that bids or project construction costs will not vary from the cost estimates prepared by HFG.
7. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of HFG's service (the "Documents") and as such are applicable only to the subject project. HFG retains ownership of the Documents. Client may not use the Documents for any other purpose without the written authorization of HFG.
8. **EQUAL OPPORTUNITY EMPLOYMENT:** HFG will comply with federal regulations pertaining to Equal Opportunity Employment. It is HFG's policy to treat applicants and employees equally and without regard to race, creed, sex, color, disability, or religion.
9. **INSURANCE:** HFG will maintain Worker's Compensation and Employer's Liability Insurance, Commercial General Liability, Automobile Liability Insurance, and Professional Liability Insurance. HFG will provide certificate of insurance upon request.
10. **INDEMNITY.** Client and HFG are and will be throughout the term of this Agreement independent contractors as to each other. Each party recognizes that it shall be solely responsible for its own conduct, including without limitation its own fault, as to any aspect of the Agreement. In the event any claim is made or any action is filed arising out of this Agreement or the services to be performed under it, the parties anticipate that each will defend said claim or action on its own behalf, and will pay, settle, or otherwise dispose of any demand or judgment against it consistent with the provisions of the Kansas comparative negligence statute, K.S.A. §60-258a, in effect on the date of this Agreement. In the event either party is made to respond in damages for the fault of the other party, then the other party agrees to indemnify and hold harmless the first party from any payment that it has to make, including without limitation the payment of reasonable attorneys' fees incurred in resisting, settling, or otherwise disposing of the demand, on account of the other party's fault.
11. **DISPUTES:** Any action for claims arising out of or relating to this Agreement or the project that is the subject of this Agreement shall be governed by the laws of the State of Kansas. Mediation is an express condition precedent to the filing of any legal action. Unless Client and HFG agree otherwise, mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.
12. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, Client agrees to limit the liability of HFG, its members and employees, for damages arising from HFG's services to the fees actually paid to HFG for services rendered on this particular project.
13. **NONPAYMENT:** If Client fails to make any payment due HFG for fees and Reimbursable Expenses with 30 days after receipt of HFG's statement, HFG may, after giving seven days' written notice to Client, suspend services under this Agreement until HFG has been paid in full. This right to suspend service in no way limits HFG from pursuing all

other legal remedies. Client agrees to reimburse HFG for all attorneys' or collection agency fees, expenses, and court costs incurred to collect any amount due under this Agreement.

14. **ADDITIONAL SERVICES:** HFG shall be entitled to an adjustment in its fee if Client directs changes that require revisions of the drawings or specifications, fails to make decisions in a timely manner, or if code revisions or code enforcement agency interpretations require revisions of the drawings or specifications. All additional services will be billed at HFG's then-current hourly rates unless otherwise agreed.

15. **TERMINATION OF AGREEMENT:** This agreement may be terminated by either party upon seven days' written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Client may terminate this agreement upon at least seven days' written notice to HFG, in exchange for full payment of the design fee plus Reimbursable Expenses incurred to the termination date.

16. **HAZARDOUS MATERIALS.** Both parties acknowledge that HFG's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HFG or any other party encounters hazardous or toxic materials, or should it become known to HFG that such materials may be present on the jobsite that may affect the performance of HFG's services, HFG may, at its option and without liability for any damages, suspend on-site performance of its services under this agreement until the hazardous or toxic materials are removed and the owner warrants that the jobsite is in full compliance with all applicable laws and regulations.

17. **PURCHASE ORDER TERMS.** If Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken and not a part of this Agreement.

18. **SALES AND USE TAXES.** HFG's fee does not include sales or use taxes. Client agrees to pay, in addition to the fee, any sales or use taxes imposed on HFG's professional services.

19. **ENTIRE AGREEMENT AND ASSIGNMENT:** Neither Client nor HFG may assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the prior written consent of the other. This Agreement shall be binding upon Client, HFG, and their successors and assigns. This is the entire agreement between the parties, and no other oral or side agreement exists which in any manner modifies or expands this Agreement.

## Professional Compensation Schedule

Health Facilities Group, LLC *Medical Planning and Architecture*  
Wichita / Tulsa / Kansas City

Hourly compensation is computed as follows:

Principal II	\$225.00
Principal I	\$195.00
Senior Healthcare Architect II	\$170.00
Senior Healthcare Architect I	\$145.00
Healthcare Architect III	\$135.00
Healthcare Architect II	\$130.00
Healthcare Architect I	\$115.00
Senior Design Professional II	\$135.00
Senior Design Professional I	\$120.00
Design Professional III	\$105.00
Design Professional II	\$ 95.00
Design Professional I	\$ 90.00
Senior Interior Designer II	\$125.00
Senior Interior Designer I	\$115.00
Interior Designer III	\$ 95.00
Interior Designer II	\$ 85.00
Interior Designer I	\$ 75.00
BIM Manager	\$145.00
BIM Technician	\$ 85.00
Directors	\$160.00
Admin Staff	\$ 65.00
Art Director	\$ 95.00

**The following services are reimbursable expenses:**

- Specialty Consultants, including but not limited to Civil Engineering, Radiation Protection, Acoustical, Kitchen, Security, Communications, etc.
- Expense of transportation in connection with the Project; expenses in connection with out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Project, for the proper and timely performance of Architect's or Consultant's duties on behalf of the Owner.
- Expense of reproductions, photography, CADD plotting, postage and handling of Drawings, Specifications and other documents.
- If authorized in advance by the Owner, expenses of overtime work requiring higher than regular rates.
- Expense of renderings, models and mock-ups requested by the Owner.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.
- The expense of an employee's total hourly travel time to job sites (outside of the metro areas in which the specific personnel are located) will be billed at eighty-five percent (85%) of their normal hourly compensation rate unless other contractual arrangements are agreed to.

**The following is information provided to the Architect by the Owner:**

- Soil Testing Services, Site Topographic/Legal Survey, Aerial Photography, and Platting.

**Additional services:**

- Compensation for additional services beyond the terms and conditions of an agreement, or for services with no signed agreement, shall be computed at the then-current hourly rate schedule (as above), unless otherwise negotiated with client prior to start of work.

**Statements**

- All statements are issued monthly for services to date, including consultants and reimbursable expenses. Balances are due and payable within thirty (30) days. Statements outstanding over sixty (60) days will be subject to interest added at the rate of 1.5% per month, (18% annually).

**Note:**

- Compensation for Architect's Basic Services, which are currently being performed under a signed contract, or letter of agreement will continue to be billed at the rates set forth therein.
- Compensation for Architect's Additional Services and Reimbursable Expenses may be annually adjusted in accordance with normal salary review practices of the Architect, consistent with contract provisions.
- Reimbursable Expenses are marked up at a rate of 1.15 times the actual cost for all elements of reimbursable expenses except for mileage which is reimbursed at the current government mileage rate.
- Health Facilities Group, LLC reserves the right to revise this Professional Compensation Schedule on an annual basis or upon 30 days written notice, at Architect's discretion.