



## Staff Report

**Date:** March 26, 2025

**Subject:** Continued Seismic Assessment

**Attachments:** (1) *SmithGroup proposal* (2) *Rutherford + Chekens proposal*

**Background:** It was previously understood by staff that all buildings, except for buildings 1.8, could not meet the seismic requirements and must be removed from acute care service on January 1, 2030. After a recent review of drawings by experts in seismic evaluation, we now believe that an option may exist for additional buildings on the campus to be upgraded and meet the seismic requirements. To preserve and validate that option, we must conduct a complete seismic assessment and submit the findings to the State of California immediately. This assessment will address the deficiencies in each of the additional buildings and provide us with the information necessary to determine our best path forward. Without this assessment we must submit to the State that all other buildings will be removed from acute care service on January 1, 2030.

**Ledger:** ✓ = Recommended    C = Meets Criteria    NC = Does not meet criteria    NR = No Response

	CONTRACTOR	STATUS	TOTAL COST
	KPFF	NC	\$ 68,000.00
✓	Smith Group	C	\$ 278,800.00
	Rutherford + Chekens	C	\$ 384,000.00

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The information presented in this report has been gathered/produced by District staff, and reviewed by/with the following consultant(s):

- Legal Review
- Financial Review
- Other:

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March 14<sup>th</sup>, 2025

Brett Scott  
Adventist Health  
Construction Manager  
Tulare Local Healthcare District  
1437 E. Prosperity Ave  
Tulare, CA

Re: Scope Letter – **AH SB1953 Compliance Program (Tulare Regional Medical Center).**

Dear Brett:

SmithGroup is pleased to provide our Professional Services Fee Proposal for the Adventist Health (AH) SB1953 Compliance Program as follows:

**Objective:**

Conduct comprehensive campus seismic evaluation(s) and document existing conditions to complete seismic evaluation reports require per building by HCAI; Completing and submitting the seismic evaluation reports for each building will comply with the 1/1/2024 HCAI deadline. Seismic evaluations will be performed for the following buildings:

BLD-00564 – Original Structure & Additions – BLDG 1.1 (SPC 2, NPC 2)  
BLD-00569 – Fifth Addition: Radiology Addition – BLDG 1.6 (SPC 4, NPC 2)  
BLD-03518 – Second Addition – BLDG 1.3 (SPC 2, NPC 2)  
BLD-06042 – Sixth Add – 1.7 North Restroom Addition – Bldg 1.3 (SPC 4, NPC 2)  
BLD-06043 – Sixth Add – 1.7 South Restroom Addition – Bldg 1.4 (SPC 4, NPC 2)  
BLD-03517 – First Addition – Bldg 1.2 (SPC 2, NPC 2)  
BLD-05868 – Generator Yard – Bldg 09 (SPC N/A, NPC 2)  
BLD-05870 – Bulk Medical Gas and Water Tank Yard – Bldg 10 (SPC N/A, NPC 2)

**Project Understanding**

We understand that AH leadership seeks this site as part of a Program approach to Compliance with SB1953 regulations for AH Hospital Campus in California. This effort will define at a high level the upgrades needed to maintain HCAI SB1953 Compliance for HCAI buildings on (1) California Campus (Tulare). This effort will be focused on previous deadline requirements by HCAI of January 1, 2024, team to submit evaluations in 2025. It is a precursor to and exclusive of design work to permit or affect any upgrades, renovations or building reclassifications. This study will support AH system decision-making regarding projects / investments to undertake and submit for Permit Review to HCAI by Jan. 1, 2026, for this campus effort.

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## Services Includes the Following Category:

1. **NPC-4D Evaluation Level-1** for (AH Tulare) – Evaluations must be submitted to HCAI in 2025. We understand this to include an Operational Plan (OP). See Assumption 5.

SmithGroup will provide Architectural, Mechanical, Electrical and Plumbing Engineering and Structural Engineering consultation to address NPC Compliance efforts.

Campus is on file with HCAI as a record map, indicating the SPC/NPC ratings of each HCAI jurisdiction building. We understand this map may not indicate the current state of the campus.

We understand that AH wishes to move expeditiously in order to submit the seismic evaluation reports to be submitted in 2025. Therefore, this site will not include in depth analysis, nor will it include a feasibility study or any investigation into the architectural ramifications of any structural upgrades determined to be needed by structural as performed for other campuses in this program.

## Schedule

Launch for additional campus seismic evaluations (Tulare) is anticipated in Q2 of 2025, following AH Approval.

## Scope of Services / Assumptions

1. We will rely on all information provided by AH leadership and each campus as accurate unless obviously revealed to be inaccurate during our site visits. Should circumstances reveal an aspect of work that exceeds what would be reasonably anticipated, it may require additional funding. We will communicate regularly with AH leadership to help focus this effort per AH's direction.
2. Our proposal assumes AH targeting NPC-4D compliance status for buildings not currently in compliance, as well as NPC-5 for this campus. We propose to kick-off the process with a goals, approach, and schedule confirmation meeting with AH.
3. We propose to use the standardized approach and templates developed for the other campuses in this program for each of the two categories of service.
4. Operational Plans (OP): This effort will develop and submit a first draft OP to address previous January 1, 2024, HCAI requirements for the campus. We anticipate each OP will be developed further as part of the January 1, 2026, Permit Submissions outside of this service.
  - a. We plan to use a template based on the draft OP developed for the other campuses in this program. We will remove data and send a version to each campus' Facilities Engineering Director, asking them to complete what they can and provide the information needed. We will request the Campus Emergency Operational Plan (EOP) that each campus is required to maintain to help in confirming that they align. We will rely on all information provided by each campus as accurate for this exercise but will include two phone meetings with each campus to talk through information received. Extensive assistance or development of an OP for any campus could be added as an additional service based on the level of effort required.
5. We anticipate reliance on AH provided existing conditions plans, details, and other information for all services (Architectural, MEP, Site Civil & Structural). We would also request a single point of

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contact (i.e. Facilities Engineering Director) to coordinate site visits or meetings / calls with Campus Staff.

6. We propose a multi-disciplinary (S + A+ MEP) site visit at this campus to visually validate buildings (what is visible) with what is on the AH provided documents.
  - a. We propose that the AH PM be appointed to schedule / coordinate site visit days / times with each campus. The project schedule relies on efficiency and the ability to get everything done in one site visit for each campus. AH Leadership support / enforcement may be required to achieve the schedule and fees proposed.
  - b. We request a designated representative accompany the team to allow for on-site discussion of operations and negotiate access / answer questions of clinical staff.
  - c. We would request Engineering / Facilities Staff accompany the team on site to better understand the campus and buildings, to provide access to rooms needed, ladder for above ceiling checks, open secured equipment room doors, and to allocate time for dialogue / review of existing documents.
  - d. Hazards: We request a letter from each campus in advance of any site visit stating that no friable Asbestos (ACM) or other hazardous conditions exist in areas our staff will visit as part of this effort. If ACM or hazardous conditions are encountered once on site or should a campus request to postpone on short notice or warrant a return visit for a deeper dive into certain areas, we will discuss this with AH representative and determine the next steps.
7. As built / existing drawings and collaboration with JAMA structural engineers will be needed to help to determine if the anchorage or bracing of the identified components and equipment comply with the NPC-4D requirements. We also request a copy of the current SCP on file with HCAI for each campus.
8. Extensive HCAI interface is not anticipated at this time. We suggest that occur after AH decides on the actual upgrades, reclassifications etc. to avoid wearing out the good will of HCAI. Reasonable dialogue regarding viability, change or approval processes and backcheck efforts with HCAI are included.

## **Compensation: Compliance Program and Feasibility Studies Fees For (Tulare Regional Medical Center)**

Services listed above for Architecture and MEP Engineering will be provided by SmithGroup for a Lump Sum of ***Two Hundred Seventy-Eight Thousand Eight Hundred Dollars (\$278,800)*** allocated by the following network as follows:

Central California Network (Tulare, SPC 4D Support; NPC 4D)	\$130,000
JAMA Structural Engineers	\$ 148,800
<b>Total Lump Sum</b>	<b>\$278,800</b>

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Notes:

1. Travel Expenses are included in the Lump Sum amounts listed above based on one trip for this campus.
2. If it is necessary to request documents from HCAI, we anticipate our team will make this request and AH Tulare will cover the fees necessary / required for the requested documents.

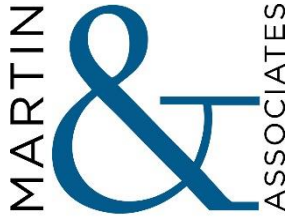
We are excited to continue our relationship with you on this important study. If you have any questions regarding our understanding, our fee proposal, or our assumptions, please do not hesitate to call me at 916.716.8680. We look forward to hearing from you!

Sincerely,

**SmithGroup**

A handwritten signature in black ink, appearing to read 'D. Cusick', with a long horizontal stroke extending to the right.

Daniel Cusick, Principal  
Studio Leader.



JOHN A. MARTIN  
& ASSOCIATES, INC  
STRUCTURAL ENGINEERS

Sent via Electronic Mail  
[Alex.Pena@smithgroup.com](mailto:Alex.Pena@smithgroup.com)  
March 11, 2025

Alex Pena Gonzalez  
Healthcare Senior Project Manager  
**SmithGroup**  
550 South Hope Street, Suite 1950  
Los Angeles, CA 90071

**Subject: Adventist Health Tulare NPC-4D Level 1 Evaluation**  
Additional Buildings for NPC Evaluation  
Structural Engineering Additional Services Proposal  
JAMA Project No. 24109-70

Dear Mr. Pena Gonzalez:

John A. Martin & Associates, Inc. submits the following additional services proposal for structural engineering consultation services pertaining to the NPC Evaluation Report requirement of the SB1953 Nonstructural Compliance for multiple buildings located at the Adventist Tulare campus.

#### **PROJECT DESCRIPTION**

In responses to the RFP issued by Tulare Local Healthcare District dated February 28, 2025, JAMA will perform the NPC-4D Level 1 (at a minimum) evaluation for some of the buildings currently rated as less than NPC-4, as according to the OSHPD/HCAI website. The list of buildings that will be evaluated includes:

- BLD-00564 – Original Structure & Additions – BLDG 1.1 (SPC 2, NPC 2)
- BLD-00569 – Fifth Addition: Radiology Addition – BLDG 1.6 (SPC 4, NPC 2)
- BLD-03518 – Second Addition – BLDG 1.3 (SPC 2, NPC 2)
- BLD-06042 – Sixth Add – 1.7 North Restroom Addition – Bldg 1.3 (SPC 4, NPC 2)
- BLD-06043 – Sixth Add – 1.7 South Restroom Addition – Bldg 1.4 (SPC 4, NPC 2)
- BLD-03517 – First Addition – Bldg 1.2 (SPC 2, NPC 2)
- BLD-05868 – Generator Yard – Bldg 09 (SPC N/A, NPC 2)
- BLD-05870 – Bulk Medical Gas and Water Tank Yard – Bldg 10 (SPC N/A, NPC 2)

According to the Building Services on the OSHPD/HCAI website and the floor plans sent to our office, the following services are included within these buildings:

Building	OSHPD Website	CCA From Floor Plans			
		Basement	First	Second	Roof
BLD-00564 – Original Structure & Additions – BLDG 1.1	Surgical, Anesthesia PACU, Clinical Lab, Imaging Radiological Diagnostic Imaging, Pharmacy, Dietetic, Sterile Processing, Obstetrics Perinatal Unit, Emergency	MDF, Boiler Rm, Electrical 122, Bio Med Elect 123, Mech'l Rm 127, Mech'l Rm 120	Dietetic, Pharmacy, ER, Radiology	Surgery, Labor Rm 2018A, Nourishment 2018Y	Unknown
BLD-00569 – Fifth Addition: Radiology Addition – BLDG 1.6	Imaging Radiological Diagnostic Imaging	NONE	Nuclear Medicine	NONE	Unknown
BLD-03518 – Second Addition – BLDG 1.3	ICU CCU PICU	NONE	NONE	Elect 2017, Recovery 2014	Unknown
BLD-06042 – Sixth Add – 1.7 North Restroom Addition – Bldg 1.3	(No critical care areas)	NONE	NONE	NONE	Unknown
BLD-06043 – Sixth Add – 1.7 South Restroom Addition – Bldg 1.4	(No critical care areas)	NONE	NONE	NONE	Unknown
BLD-03517 – First Addition – Bldg 1.2	Respiratory (TBD if CCA)	NONE	Neurology 1048, Bronchoscopy 1047	DNE	Unknown
BLD-05868 – Generator Yard – Bldg 09	Central Plant Utility Bldg	NONE	Source Equipment	DNE	Unknown
BLD-05870 – Bulk Medical Gas and Water Tank Yard – Bldg 10	Central Plant Utility Bldg	NONE	Source Equipment	DNE	Unknown

Source Equipment servicing these buildings is to be located (by others) and shared with our office prior to the site observation.

After our site visit, an Evaluation Report for structural elements within the areas listed above will be prepared for each building, which will document full or partial NPC compliance with SB1953 criteria. We understand the current goal is for these buildings to be rated NPC-4D Level 1 (at a minimum).

## PROJECT SCOPE

We will coordinate directly with your office and other members of the design team in the overall programming and evaluation process. Please note the involvement of an Architect and MEP consultants noted below is required for JAMA to complete this evaluation and their scope and their fees are not included in this proposal. We understand the scope of work to be as follows:

1. Participation in preliminary conferences and/or coordination with your office, as required, to identify and establish necessary requirements.
2. Document discovery for past permitted projects within the buildings
  - a. Coordination with the Hospital to discover drawings for these past projects.
  - b. If not available from Hospital, request drawings from OSHPD/HCAI.
    - i. Site visits to OSHPD/HCAI offices to search any physical documents are NOT currently included. We anticipate receiving digital copies of documents from OSHPD/HCAI if the Hospital does not already have them. Any costs associated with retrieving OSHPD/HCAI documentation is not included in this proposal.
  - c. Coordination with the Hospital regarding on-going and planned projects
3. Collaborating with the Hospital, Architect, and MEP team to determine Critical Care Areas (CCA) and source equipment.
4. Perform a site visit to evaluate and document the CCA in the buildings noted above in compliance with NPC-4D Level 1 (at a minimum).
  - a. Our scope assumes a maximum of 40 total items per building, including source equipment
  - b. Our scope assumes either the Hospital or Architect will provide a plan indicating the CCA within each building.
  - c. Observe as-built anchorage of OSA permitted nonstructural elements to confirm compliance with the permitted detail
  - d. Survey anchorage of nonstructural elements not found on drawings and document the as-built anchorage details
5. Coordination with the Architect and MEP team to prepare an NPC Evaluation Report that includes:
  - a. A completed OSHPD/HCAI application
  - b. Written narrative, plans, & charts summarizing the effort described above
  - c. List of “deficient” items to be included in future retrofit
  - d. Structural Calculations, as needed
  - e. Hospital’s Operational Plan (not prepared by JAMA)
6. If a building is required to have a fire sprinkler system, verify, to the extent possible, existing fire sprinkler system is anchored and braced per the 1994 Edition of NFPA 13.
  - a. Review sprinkler drawings provided by Hospital to determine if system complies with the 1994 Edition of NFPA 13, based on date of drawings and notes of conformance
  - b. Review conforming sprinkler drawings to confirm OSHPD/HCAI approval
  - c. If yes to both of the above, proceed with Self-Declaration
  - d. If fire sprinkler drawings do not exist, are pre-1994, and/or not OSHPD/HCAI approved, then proceed with an Evaluation Report, which will require input from the Hospital’s Inspector of Record (IOR) as to compliance with the 1994 Edition of NFPA 13.
7. Submit the Evaluation Report to OSHPD/HCAI for review and approval.
8. Respond to any OSHPD/HCAI comments on the Evaluation Report.



Upon the completion of NPC-4D Evaluation effort, the scope of deficient seismic anchorage or bracing of nonstructural items needing retrofit will be identified and a proposal for the remaining NPC-4D compliance effort can be prepared at that time.

We believe each of the buildings will target the following NPC levels:

<b>Building</b>	<b>NPC Target Level</b>
BLD-00564 – Original Structure & Additions – BLDG 1.1	NPC 4D Level 2
BLD-00569 – Fifth Addition: Radiology Addition – BLDG 1.6	NPC 4D Level 1+ or Level 2
BLD-03518 – Second Addition – BLDG 1.3	NPC 4D Level 2
BLD-06042 – Sixth Add – 1.7 North Restroom Addition – Bldg 1.3	NPC 4D Level 1 (non-CCA)
BLD-06043 – Sixth Add – 1.7 South Restroom Addition – Bldg 1.4	NPC 4D Level 1 (non-CCA)
BLD-03517 – First Addition – Bldg 1.2	NPC 4D Level 1
BLD-05868 – Generator Yard – Bldg 09	NPC 4
BLD-05870 – Bulk Medical Gas and Water Tank Yard – Bldg 10	NPC 4

**Operational Plan**

It is our understanding that OSHPD/HCAI recommends that a meeting be held with the Hospital to discuss all the requirements of the Operational Plan. The requirements are extensive, and clarification of these requirements is needed for the Hospital to understand the implications and then will help the Hospital to determine which level of NPC-4D they will want to achieve. For this proposal, we have included attendance at one meeting with the Seismic Compliance Unit (SCU) to discuss the requirements of the Operational Plan for the building. Our office will provide structural input, as needed, but the overall development of the Operational Plan will be by others.

**QUALIFICATIONS**

Our scope of work will be in accordance with the California Building Code and our seismic rehabilitation design will be in accordance with the Seismic Design Criteria, approved by OSHPD/HCAI. During the performance of our services, we will consult with your office and others, as required, in order to evaluate and take into consideration the applicable issues concerning the structural design of the seismic upgrades to the existing structure relative to its anticipated seismic performance. In our design approach, we will take into consideration the structure’s general design concepts, structural details, structural materials, calculations, and their compliance with the design criteria and with relevant codes and state-of-the-art engineering practices.

Our office will be utilizing the available existing documentation of the portions of the facility involved in the program work, prepared by others and provided by the client, in order to assist us in our scope of work. We shall rely upon this information and shall presume that the drawings represent the as-built conditions of the structure. Our office will (1) evaluate observable conditions for general conformance

with the contract documents, and (2) be utilizing CAD files provided by others to field verify limited dimensioning and grids. With regards to information prepared and provided by others, our office shall not be held responsible for the accuracy of such information or omission of pertinent information.

Existing documentation may include: existing architectural and structural drawings, investigations, surveys, studies, tests, analyses and/or reports. We will review the results of special studies to evaluate the effects on the various structural alternatives and note any special conditions or design requirements that might affect the selection of structural approaches. In order to facilitate our services, our office may also require the following information to be provided to our office by others, if needed:

- written geotechnical report including seismic soil factors
- special live loads in excess of building code requirements
- seismic site response parameters and/or spectrum
- special environmental conditions and loads
- weight, type and location of existing mechanical, electrical and plumbing systems

This proposal has not included as part of our fees any involvement with any of the other expansion or upgrade services for the hospital other than as outlined above, field measuring services and any documents relative to such services, the preparation of demolition drawings for existing structures, services relative to vertical load carrying systems, jobsite project meetings, cost estimates, any designing and detailing of site work exterior to and non-contiguous with the building, inspection of existing structure for seismic damage, and tenant improvement services. We do not intend to reanalyze the building but only address the structure's design and construction as applicable to seismic upgrading.

It is understood that our office makes no warranties, either express or implied, as to the findings, design, recommendations, specifications or professional advice. All work products produced for this project are for the exclusive use of the client and may be used by the client only for the project described herein. These may not be changed or in any way modified and/or used on a different project without the written authorization or approval of our office. Implementation of our findings, recommendations, and conclusions is not the responsibility of John A. Martin & Associates, Inc.

JAMA does not prepare cost estimates. If we are requested to assist with opinions of probable construction cost or rough estimates of cost, please note that our office has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs or rough estimates of cost provided by our office are to be made on the basis of our qualifications and experience. Our office makes no warranty or representation, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, and/or that all items are included. Our estimates and/or opinions are only intended to serve as a guide from which you can develop a proposed budget for the scope of work.

Our office will perform these services in character, sequence and timing so that they will be coordinated with those of the other project consultants, and as expeditiously as is consistent with professional skill and care. We will provide these services in accordance with current, generally accepted professional structural practices. All work products produced for this project may not be changed or in any way modified and/or used on a different project without the written authorization or approval of our office. The validity of our structural input will be largely dependent upon the accuracy of the available data provided to our office by others.

Scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event asbestos or hazardous or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of services on the project until the client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the jobsite is in full compliance with applicable laws and regulations. Our office shall not be responsible for any detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite.

Our office will coordinate with AH and the individual campus to schedule our site visit(s). If we are unable to access the necessary areas of a hospital building during our planned site visit due to circumstances outside of our control and have to return on a separate day to complete the planned work, that will be treated as an additional service and bill on a time and materials basis.

If an infectious medical outbreak occurs and the hospital is treating patients for that outbreak, our office reserves the right to reschedule any planned site visit in order to protect the health and safety of our staff.

#### **FEE DATA**

Our compensation for providing the above-described services will be a lump sum fee of One Hundred Forty-Eight Thousand Eight Hundred Dollars (\$148,800).

Normal and customary reimbursable expenses pertaining to travel and site visits are included in our fee above. If we have to return to the site due to lack of access for circumstances outside of our control, any associated costs are in addition to the fee noted above.

The fees above may be affected and adjusted proportionately if there are significant changes in the structural scope of work outlined above, or any authorized additions/revisions/modifications made to the project after preliminary approval.

Billings to your office for our services accomplished will be made at appropriate progress points as the project is completed.

#### **STRUCTURAL ADDITIONAL SERVICES**

Additional services are defined as those which arise as a result of services not normally considered part of a standard structural scope of work during the design of a project, or those which are not necessary to the primary structural system and, therefore, are not generally part of basic services. It is recommended that the scope of the additional services requested, and the subsequent fee be confirmed in written form and agreed to by the client prior to the work being performed. Additional services are identified separately and invoiced in accordance with our hourly billing rates outlined in this proposal.

#### **BUSINESS CODE REQUIREMENTS**

In accordance with and as required by the Business & Professions Code §6749, you are hereby notified that John A. Martin & Associates, Inc. is a professional engineering firm whose responsibility it is to provide a written contract to the client when providing professional engineering services and to obtain an executed copy of this written contract prior to our office commencing the scope of work as outlined herein. The written contract shall be executed by the Engineer and the Client, or his or her representative,

prior to the Engineer commencing work, unless Client knowingly states in writing that work may be commenced before the contract is executed. "Written Contract" as used in this section includes a contract that is in electronic form. Additionally, in accordance with Title 16, California Code of Regulations Section 463.5, you are hereby notified that the licensee signing this agreement on behalf of John A. Martin & Associates, Inc. is licensed by the State of California's Board for Professional Engineers and Land Surveyors.

**TERMS & CONDITIONS**

This proposal shall be considered the effective agreement for our performance of structural engineering services, the scope of which is outlined above. We request this proposal be integrated into any agreement between our offices. We sincerely hope that the above meets with your approval, and please feel free to contact our office for any additional information you may require pertinent to this project. If these terms are satisfactory, please indicate your acceptance by signing and returning one copy of this proposal to our office so that we may proceed with the work (email is acceptable). This proposal shall be effective for a period of 60 days. Thank you for providing us with this opportunity.

Very truly yours,

**John A. Martin & Associates, Inc.**



Kimberly Pacheco, SE  
Principal

**ACCEPTED BY:**

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_  
*(Please Print)*

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

Date: \_\_\_\_\_  
*The person signing this contract warrants that he/she has the authority to sign as, or on behalf of the client.*

KP/tak/jles

## STANDARD TERMS & CONDITIONS

### Standard of Care

All services of John A. Martin & Associates, Inc., (hereinafter called "Engineer") are professional services performed in a manner consistent with that degree of care and skill ordinarily exercised by reputable members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. Our work will meet the minimum requirements of the relevant building codes in effect as of the date of submission to the building authorities and state-of-the-art engineering practices existing at the time of our design of the structure. No other warranty, expressed or implied, is made or intended by this Agreement or the findings, recommendations, professional advice or opinions, or the instruments of service provided thereby. Implementation of our findings, recommendations, and conclusions is not the responsibility of our office.

### Instruments of Service

All reports, plans, specifications, electronic media files, field data, notes and other documents prepared by our office for this Project are instruments of professional service solely for this Project and will remain the property of Engineer whether the Project is completed or not. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. However, if the client requests the documents become the property of the client upon completion of the services and upon payment in full of all monies due Engineer, then Engineer shall transfer such instruments of service to the client. Under no circumstances shall delivery or transfer of such instruments of service for use by the client be deemed a sale by Engineer. Without prior written authorization of or release by Engineer and/or Engineer's verification of adaptation as appropriate, any use, reuse or alteration of the instruments of service will be at the sole risk and liability of the user, including any indirect or consequential damages as a result of such unauthorized use, reuse or alteration. Client shall assume full responsibility for the results of such actions, and shall waive any claim against the Engineer and release Engineer from any liability arising from or allegedly arising from or in any way connected with such actions.

### Coordination Responsibilities

It is assumed the Architect shall be responsible for the coordination of the various disciplines. Conflicts between the structural documents and the documents of other disciplines are to be brought to Engineer's attention and are to be clearly identified by the Architect in writing.

### Code Compliance

The Engineer shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to the building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

### Confidentiality

Regarding confidentiality requirements if so requested by the Client, our office agrees to keep confidential any knowledge acquired by our office from such material, data, systems or information or otherwise through its engagement hereunder. This information shall not be used, published or divulged by our office in connection with any services rendered by our office to any other person, firm or corporation, in any advertising or promotion, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner/Client, which permission the Owner/Client may withhold in its sole discretion. Please note these provisions shall not apply to information in whatever form that comes into public domain, nor shall it restrict our office 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.

### Shop Drawing Review

Engineer shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Engineer's shop drawing services will consist of marking up and returning a maximum of two (2) copies (additional copies in excess of two (2) will be considered additional services and invoiced accordingly). Although our basic scope of services does not include the review of reinforcing steel shop drawings, we will, however, provide sufficient information on our drawings for bar sizes and lengths such that the review of rebar shop drawings by our office will not be required. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor, nor shall Engineer be required to review partial submissions or those for which submissions of correlated items have not been received.

### Electronic Data Interchange (EDI)

In accepting and utilizing any drawings, models, reports, specifications in any form of electronic media generated and furnished by our office, the receiving party acknowledges, accepts and agrees to the following terms and conditions governing electronic data interchange transactions, and the responsibilities and obligations set forth herein. Under this agreement, all such electronic files (including but not limited to electronic editable files in either 2D or 3D) prepared by John A. Martin & Associates, Inc. (JAMA) are instruments of professional service of JAMA who shall be

deemed the author and owner of the intellectual property embodied in the data, and who shall retain all common law, statutory law and other reserved rights, including copyrights. Structural design documents created through the use of electronic methodologies and technology are electronic files created solely as a design tool for the coordination of the building systems at the design level. Electronic files (1) are not contract documents and cannot be relied upon as identical to contract documents (2) are only a component of the instruments of service and provide design information current as of the date of their release (3) are provided for informational and project coordination purposes only and are not intended as an end-product, and (4) are not intended to be used as shop drawings. No representation is made by JAMA as to the completeness or degree of coordination of such files. Receipt and use of the electronic data does not relieve the recipient of any responsibility or obligation, including the responsibility of updating the information to reflect any changes in the design subsequent to the date of receipt of the information. The recipient acknowledges that information recorded on or transmitted as electronic media is subject to electronic corruption and undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The recipient is also aware that differences may exist between the electronic files transmitted and the printed hard copy construction documents due to many reasons including addenda, change orders, revisions, layer visibility, etc. In the event of a conflict between the uneditable construction documents prepared by our office and the editable electronic files, the uneditable construction documents are the only true contract documents of record. Access by parties other than the architect to the electronic files shall not be provided without the receipt of an executed release for the use of the files and indemnification agreement as provided by JAMA.

#### Letters/Reports

JAMA recognizes that the client will rely on the letter/report issued by our office to the degree reasonable. With regards to the information that is made available to our office as provided by others, JAMA will not verify such information and we shall be entitled to rely on the accuracy and completeness thereof. JAMA understands that the letter/report may be distributed, at the client's discretion, for specific purposes in connection with the project; however, client acknowledges that JAMA's services are for the benefit of the client only, and that such distribution shall not create a third party obligation on JAMA's part. Accordingly, the client agrees to indemnify and hold JAMA harmless from any claim, loss, lawsuit or damages alleged by any such third parties against JAMA.

#### Timeliness of Performance

Engineer acknowledges the importance to the Client of the Client's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule. The Client understands, however, that Engineer's performance must be governed by sound professional practices. Should Engineer discern that the schedule will not be met for any reason, Engineer shall so notify the Client as soon as practically possible. Engineer shall not be responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees that Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement.

#### Extension of Protection

Engineer's services in connection with this project shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer as a California Corporation, and not against any of the Engineer's individual employees, officers or directors. The Client additionally agrees that any and all limitations of the Engineer's liability and indemnifications by the Client shall include and extend to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer's officers, partners and employees and their heirs and assigns, as well as the Engineer's subconsultants and their officers, employees, heirs and assigns.

#### Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer for the performance or nonperformance of services under this Agreement. With regards to electronic media transfer, the collaborative nature of any project delivery method shall not create a contractual relationship with or a cause of action in favor of a third party against the Engineer.

#### Project Suspension

If our services are suspended by the client in whole or in part for more than ninety calendar days, consecutive or in the aggregate, we shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension, together with reimbursable expenses. If the project is resumed after being suspended for more than ninety days, we shall be compensated for expenses incurred as a result of the suspension and resumption of our services, and our schedule and fees for the remainder of the project shall be equitably adjusted.

#### Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Nothing contained in this paragraph, however, shall prevent our office from employing such independent consultants, associates, subcontractors and subconsultants as our office, in its sole discretion, may deem appropriate to assist in the performance of services hereunder.

#### Unauthorized Changes

In the event the Client or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

#### Defects In Service

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract, including subcontracts at any level. Failure by the Client and the Client's contractors to notify the Engineer shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

#### Termination of Services

In the event of termination of Engineer's services as outlined in this proposal by either party, the Client shall within fifteen calendar days of termination pay Engineer for all services rendered and all reimbursable costs incurred by our office up to the date of termination. Fees for partially completed work shall be based on Engineer's current hourly fee schedule. The agreement between our offices may be terminated by either party upon seven calendar 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.

#### Consequential Damages

Notwithstanding any other provision of this proposal and to the fullest extent permitted by law, neither the Client nor JAMA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this proposal. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. It is agreed the Engineer shall have no liability for liquidated damages whatsoever.

#### Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Engineer agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

#### Indemnification

Our office agrees to indemnify and hold harmless the client against damages, liabilities and costs to the extent arising from the negligent acts of our office in the performance of professional services under this proposal, but only to the extent that we have been found to be responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility. We shall not be obligated to indemnify the client for the client's own negligence or for anyone for whom the client is legally liable. If any indemnification provisions are imposed upon our office, such provisions shall not create, exceed, exert or establish any greater rights, obligations or responsibilities than those presently existing under the laws of negligence of the State of California, and the applicability of such provisions shall be limited to the extent or proportion of our (1) responsibility for such damages and losses as determined on a comparative fault basis, and (2) available insurance policy limits recoverable for such damages and losses. JAMA shall defend itself from any actual or alleged claims arising from JAMA's services under this Agreement. JAMA agrees to compensate the Owner for reasonable fees or expenses incurred by Owner to defend against any claims that are ultimately determined by the dispute resolution process to have been caused by and only to the extent of JAMA's negligent performance. Liability is limited to our fee.

#### Betterment

If, due to the Consultants error, any required item or component of the project is omitted from the Consultants construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

#### Compensation

Compensation for engineering services shall be adequate to permit the proper fulfillment of the Engineer's obligation to the Client and to the public. Although the engineering fee is a very small factor in the overall cost of the project, it is necessary that the Client allow for a sufficient fee to permit adequate time for study of the engineering conditions to provide the Client with a service of value. Consultant shall submit monthly invoices that are due and payable upon receipt. On amounts not paid within 90 days of invoice date, Client shall pay interest from invoice date until payment is received at a rate of 1% per month. If Client disagrees with any portion of an invoice, it shall notify Consultant within 21 days of

receipt of the invoice, and shall pay the portion not in dispute. However, any payment disputes shall be resolved within 60 days of notice or Consultant shall retain the right to stop work without liability pending payment. Payments shall not be withheld, postponed or made contingent on the construction, completion or success of the project, and no deductions, withholdings or offsets shall be made from the compensation for any reason. Engineer reserves the right to suspend all work on the project if payments become overdue.

#### Additional Services

Additional services are those which arise as a result of services not normally considered part of a standard structural scope of work during the design of a project, or those which are not necessary to the primary structural system and, therefore, are not generally part of basic services. Services considered additional would be similar in nature to those as defined in AIA Document C141. It is recommended that the scope of the additional services requested and the subsequent fee be confirmed in written form and agreed to by the Client prior to the work being performed. Please note that unless these items are specifically included in the scope of work as outlined in Engineer's proposal and identified as part of Engineer's services, they are to be considered additional services, identified separately and invoiced in accordance with Engineer's hourly billing rates outlined in these Terms & Conditions. The following only represent examples of additional services and may or may not be applicable to this project:

- design of sitework elements exterior to and non-contiguous with the building, such as site retaining walls, screen walls, signs, culverts, bridges, electrical power vaults, and other structural elements outside the building subgrade footprint
- design of individual landscape features and other elements (lighting poles, benches, fountains, pools, etc.) outside the subgrade building footprint
- design of the attachment of landscape features and other elements to the structure (our office will review the final designs prepared by others to determine the effects on the basic structure of attachments and loads)
- design and/or analysis of window wall or any new or existing exterior cladding or design of mansard roofs above the primary roof structure (we will design the new primary structure to support these items, but the design of such and their connections, including embedded items, and secondary steel structure required beyond the primary building structure, except as noted herein, is to be performed by others)
- services connected with the preparation of record documents (these documents will show significant structural changes made during construction, and are based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. Because these record documents are based on unverified information provided by other parties, which our office shall assume to be reliable, we cannot and do not warrant their accuracy)
- services in connection with additional copies of shop drawing mark-ups and returns (in excess of the two included in basic services) and/or review of rebar shop drawings
- as applicable to this project, services connected with current code compliance upgrading and/or seismic upgrading of existing structures, seismic analysis of existing structures, field measuring services and any documents relative to such services, and/or verification that documentation of existing structural conditions provided to our office properly reflect the existing conditions as we understand them to be
- providing services in connection with the Engineer's utilization of a website, if project should require such services, in order to keep track of RFI's, shop drawings, etc. during construction phase (including training time in the utilization of the website)
- computer plotting, providing printing in excess of progress prints for architect, preparation of specifications (other than draft specifications) and other documents not within the normal scope of basic services
- design or detailing of all necessary formwork and any scaffolding, shores, braces, etc., required for the temporary support of the building structure and components, soils or other existing structures and utilities during construction
- design or detailing of sheeting and shoring or underpinning for temporary or permanent support of excavation and/or adjacent structures or utilities
- pre-engineered systems and proprietary elements that are design and provided by manufacturers/fabricators (i.e. precast concrete floor panels, prefabricated unistrut metal framing, curtainwall systems, davit tieback systems, fall restraint systems, etc.)
- secondary structural members designed by others, window washing system supports, antennas and flagpoles, supports or seismic bracing for mechanical/electrical/plumbing systems, mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment
- design of non-structural building components such as exterior facades, non-bearing walls, stairs, finishwork, ceilings, interior partitions, etc. However, we will assist the architect in providing structurally related design information.
- special dynamic or vibration analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for foot-fall or vibratory equipment
- special physical model analyses, such as wind tunnel tests
- design of, and field observation of, load tests to determine capacity of structural systems or members
- filing application for and obtaining a building permit
- redesign services requested (a) to reduce construction cost where the reason for the excessive cost is outside the control of the structural engineer (b) for repair of defective construction (c) any changes to equipment size or location, and/or (d) to accommodate particular construction materials, methods or sequences
- nonlinear static-to-collapse analysis (two-dimensional pushover analysis)
- probable maximum loss study services



- structural design, detailing and/or drafting services in connection with any other improvements to the structure other than as outlined in this proposal
- opinions regarding current geotechnical conditions at the site
- lateral analysis due to reduction or addition of weight on the structure and/or supporting framework attached to the structure
- review of design drawings or specifications prepared by others to determine adequacy of anchorage of non-structural elements
- any analysis, details and/or calculations for seismic restraint or special anchorage of equipment
- expert witness testimony, if required
- detailed demolition sequencing, process, design and drawings for existing structures shall be performed by a demolition contractor/engineer (unless included specifically as part of the scope of services specified in our proposal)
- designing, detailing or specifying of non-structural elements (defined as those mechanical, electrical, and/or other components which have no direct bearing on the stability of the primary structural system other than by virtue of their mass)
- preparation of anchorage/bracing design and details for equipment or fixtures (including the preparation of structural seismic calculations associated with special anchorages) such as suspended ceilings, light fixtures, mechanical equipment, handrails, guardrails, interior/exterior signage, audio/visual equipment (i.e. ceiling mounted video projectors, etc.)
- responding to peer reviews performed by others not associated with the Building Department plan check process

If any of the following circumstances affect our services for the project, we shall be entitled to an appropriate adjustment in our schedule and compensation:

- work resulting from changes in scope or magnitude of the project as described and agreed to under this basic services agreement (size, quality, complexity, schedule or methods of bidding)
- change in the instructions or approvals that necessitate revisions in our Instruments of Service
- enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service
- the revision of our Instruments of Service, and provision of other services in connection with change orders and construction change directives
- preparation for attendance at public hearings, dispute resolution proceedings or legal proceedings except where we are a party thereto or attending owner-requested meetings other than those required for the design of the project
- evaluation of substitutions proposed after the award of the contract for construction
- preparation of design and documentation for alternate bids or proposal requests
- providing services after issuance of the final request for payment
- providing full-time on-site representation during construction administration phase (general reviews performed during the construction administration phase, as described in "Services To Be Provided", will be provided as a part of basic services; however, a fulltime on-site structural representative, if required, will be considered an additional service)
- responding to peer reviews performed by others not associated with the Building Department plan check process

#### Standard Structural Exclusions

- geologic or soils engineering, mold issues, sampling and testing materials, vibration consulting, inspection services on site or off site, civil engineering, and/or land surveying
- architectural, mechanical or electrical engineering consulting services
- pre-manufactured trusses and stairs
- waterproofing
- hazardous material identification or remediation
- environmental or regulatory issues resolution
- value engineering
- responding to third party peer reviews
- multiple bid and permit packages
- design during construction
- shoring engineering (earth & vertical)
- construction barriers
- PV panels
- BIM modeling of existing structures
- significant BIM changes after permit submittal
- construction cost estimates (preparation of)
- special computer investigations (such as dynamic or vibration analysis)
- plan check and construction permit fees, or obtaining building permit
- preparation of as-built or record drawings, and/or demolition sequencing, process, design and drawings
- reviewing contractor's payment applications
- construction means or methods, safety, or equipment operation
- design of, and field observation of, load tests to determine capacity of structural systems or members

- liquidated damages
- field measuring services

Titles

The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

Authorization To Proceed

Authorization to proceed given by the Client shall be acceptance of all the above items. The person signing this contract warrants that he has the authority to sign as, or on the behalf of, the Client.



March 14, 2025

Brett Scott  
Construction manager  
Tulare Local Healthcare District  
869 N. Cherry Ave  
Tulare, CA 93274

P2025.031

Subject: **TULARE LOCAL HEALTHCARE DISTRICT, TULARE, CA  
SEISMIC ASSESSMENT FOR ADVENTIST HEALTH TULARE – NPC-4D LEVEL 1 COMPLIANCE  
PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES**

Dear Brett:

Per your request, we are pleased to present our proposal to furnish professional services for the subject project. Based on the information you have made available to us; we have endeavored to be as responsive as possible to your requirements. Should you have any questions or comments regarding this proposal, please contact this office at your earliest convenience.

#### **DESCRIPTION OF THE PROJECT**

We understand the project consists of performing the NPC-4D Level 1 evaluation for submission to HCAI for compliance by the 1/1/2030 deadline of the following building structures:

BLD-00564 – Original Structure & Additions – BLDG 1.1.  
BLD-00569 – Fifth Addition: Radiology Addition – BLDG 1.6.  
BLD-03518 – Second Addition – BLDG 1.3.  
BLD-06042 – Sixth Add – 1.7 North Restroom Addition – BLDG 1.3.  
BLD-06043 – Sixth Add – 1.7 South Restroom Addition – BLDG 1.3.  
BLD-03517 – First Addition – BLDG 1.2.  
BLD-05868 – Generator Yard – BLDG 0.9.  
BLD-05870 – Bulk Medical Gas and Water Tank Yard – BLDG 10.

Compliance will be assessed according to the 2022 California Administrative Code (CAC), Chapter 6 for all buildings to remain in acute care service beyond 2030. These buildings must meet NPC 4 and NPC 5 compliance by January 1, 2030.

The evaluation will focus on the nonstructural elements in all NPC-3 areas as defined by the California Administrative Code, for the following areas including the supporting source equipment:

- Critical care areas.
- General and specialized storage areas.
- ICU/CCU/PICU units.
- Mechanical and electrical spaces.
- Clinical laboratory and related support services.
- Pharmaceutical service space.
- Radiological service space.

- Central and sterile supply areas.
- IDF/MDF spaces.

Our understanding is that Buildings 1.8 (BLD-06041 and BLD-00571) are not included in the scope of work and that a separate team (SmithGroup) will provide a separate seismic assessment.

### **PROJECT SCOPE OF SERVICES**

We understand the scope of work to be as follows:

1. Preliminary conferences and coordination with Tulare Local Healthcare District to identify and establish necessary requirements for each building, including determination Critical Care Areas (CCA) and source equipment.
2. Review of past permitted projects in the buildings.
3. Perform a site visit to assess CCA for compliance with NPC-4D Level 1. This assessment would focus on seismic anchorage and bracing of equipment components, as well as of the source equipment.
  - a. OSA Permitted Nonstructural Elements: Observe as-built equipment anchorage to confirm compliance with the permitted documentation.
  - b. Nonstructural Elements not found on drawings: Survey equipment anchorage and document the as-built detail condition.
4. Collaborate with Hospital and District to determine appropriate NPC-4/NPC-4D compliance level for each building.
5. Coordination with Hospital and District to create a hospital's operational plan based on the evaluation findings.
6. Coordinate with SmithGroup for alignment of scope and consistency of data and findings with their seismic assessment of Buildings 1.8.
7. Prepare an NPC-4D Level 1 evaluation report as in CBC 2022 Chapter 6. The report will be created in PDF format based on existing drawings as backgrounds provided by the Hospital.

### **ASSUMPTIONS**

1. Four to six field investigation trips.
2. Attend bi-weekly virtual meetings, including 1 meeting with HCAI as required. Additional site visits will be an additional service.
3. The Hospital will provide drawings and available documentation for previous permitted projects. Existing documentation includes existing architectural and structural drawings, investigations, surveys, studies, tests, calculations and previous seismic evaluation reports. The documentation needed will also include equipment plans for all locations under assessment with information regarding weight and type of existing mechanical, electrical and plumbing systems.
4. It is assumed that Hospital will provide access to all areas and components within the building, and that these areas are free of asbestos, toxic or hazardous materials.
5. MEP, Civil or Architectural services if required are provided by others.

### **EXCLUSIONS**

This proposal does not include the following services, which can be provided, if needed, for an additional fee:



Brett Scott  
Tulare Local Healthcare District

March 14, 2025  
Page 3

1. Design, documentation and constructions services required for the actual upgrade work related to anchorage and bracing of equipment.
2. Seismic evaluation of the primary structure, such as for SPC compliance.
3. Cost estimate.
4. Development of 3D-based BIM models.

**COMPENSATION FOR SERVICES**

We propose to perform the above Phase 1 structural services for a lump sum fee of **\$384,000**.

Reimbursable expenses related to travel and site visits are included in the fee above.

**TERMS AND CONDITIONS**

Upon completion of successful negotiation and execution of a contract form acceptable to both parties, we will be pleased to commence performance of the professional services described in this proposal. In the event you require us to begin work before such a contract is executed, or in lieu of such a contract, we will utilize our Standard Terms and Conditions (attached).

If you wish to accept this proposal and request us to proceed with the performance of professional services as described herein, please have an authorized representative indicate such agreement by signing and returning an original of this proposal to us for our files.

Sincerely,

RUTHERFORD + CHEKENE

Francisco Parisi, SE  
Executive Principal

Accepted by: Tulare Local Healthcare District

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

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Standard Terms and Conditions  
Schedule of Charges – 2024/2025



## RUTHERFORD + CHEKENE STANDARD TERMS AND CONDITIONS

### 1. GENERAL

**1.1 Entire Agreement:** These Terms and Conditions shall be used in conjunction with the Proposal and shall be hereinafter defined as the Agreement. These combined documents shall constitute the entire Agreement and shall supersede any and all prior negotiations, correspondence or agreements between the Client (as defined by the Proposal) and Rutherford + Chekene (“Consultant”) as related to the Project (as defined by the Proposal).

**1.2 Standard of Care:** Consultant agrees that its services are to be performed, within the limitations prescribed by the Proposal, in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the Project. No other warranty or representation, expressed or implied, is made. The services to be performed by Consultant under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Consultant toward any person or persons not party to this Agreement including, but not limited to any contractor, subcontractor or material supplier.

**1.3 Assignments:** Neither the Client nor Consultant may delegate, assign or transfer the duties or interest in this Agreement without the written consent of the other party. Consultant may employ such independent consultants, associates or subcontractors as it deems necessary for the performance of services under this Agreement.

**1.4 Termination:** This Agreement may be terminated, for any reason, by either party upon seven (7) days written notice. In the event of termination, Consultant shall be paid, pursuant to Paragraph 3 of this Agreement by the Client for services performed to and including the date of the notice of termination.

### 2. LIABILITY AND INDEMNIFICATION

**2.1 Indemnification of Client and Consultant:** Client and Consultant mutually agree to indemnify and hold each other harmless from any damages and losses, including reasonable attorney’s fees, to the extent caused by any negligent act or omission in connection with or incidental to the performance of this Agreement.

**2.2 Liability and Limitations:** The total aggregate liability of Consultant for damages due to negligence is limited to the fee received. Client agrees to indemnify and hold harmless Consultant for all liabilities in excess of that amount. Consultant will at all times maintain (a) workers’ compensation insurance as required by law and (b) liability and property damage insurance coverage as directed by the Client. Certificates indicating such policies shall be provided to the Client upon written request.

### 3. COMPENSATION AND PAYMENT

**3.1 Invoicing:** Consultant shall submit invoices to the Client on a monthly basis, indicating either (a) the percentage of progress of completion of tasks indicated in this proposal, or the project as a whole, and the resultant fee due thereof, plus reimbursable expense incurred, or (b) an accounting of personnel time charges related to services performed, and the resultant fee due thereof based on standard billing rates, plus reimbursable expenses incurred.



**3.2 Payment:** Payment, as indicated by invoices, is due to Consultant upon presentation to Client and is past due thirty (30) days after this date. Consultant may, after giving prior written notice to the Client, suspend services under this Agreement until payment has been made in full of all amounts past due. The Client agrees to pay Consultant all expenses incurred in connection with collection of any past due amounts.

**3.3 Application of Retainer:** In the event Consultant receives a cash retainer for services to be rendered Client, such amount shall be applied by Consultant to the final invoice submitted to Client with regards to the Project. Any monies owed Client at the completion of the Project shall be promptly remitted to Client.

#### **4. OWNERSHIP OF DOCUMENTS**

All field data, notes, calculations, estimates, drawings and other instruments of service shall remain the property of Consultant. Upon the receipt by Consultant of payment in full for invoices submitted to the Client under the terms of this Agreement, Consultant hereby grants to the Client the right to utilize such information in the manner intended under the terms of this Agreement. Any reuse of the instruments of service of this Agreement by the Client, without written authorization by Consultant for the specific purpose intended, is expressly prohibited.

#### **5. CONTROL OVER CONSTRUCTION**

The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Project, since these are solely the Contractor's responsibility under their contract for construction. The Consultant shall not be responsible for the Contractor's or a Subcontractor's schedule or failure to carry out the Project in accordance with construction documents. The Consultant shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, their agents or employees or other persons performing portions of the Project.

#### **6. CONSTRUCTION OBSERVATION**

If, under the terms of this proposal, Consultant is to provide services to the Client for the purpose of observing specific portions of any construction work, Consultant will report observations and professional opinions to the Client. No action or activity of Consultant shall be deemed as altering any agreement between the Client and others. Consultant will report to the Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant has neither the right nor responsibility to reject or stop work of any employee or agent of Client.

#### **7. DISPUTE RESOLUTION**

All claims, disputes and other matters between the Client and Consultant arising out of or in any way related to this Agreement or the breach thereof shall be subject to mediation as a condition precedent to arbitration and the institution of legal or equitable proceedings by either party. The Client and Consultant shall endeavor to resolve claims, disputes and other matters by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.



**SCHEDULE OF CHARGES**  
**EFFECTIVE 1 SEPTEMBER 2024**

PERSONNEL	*RATE PER HOUR
Executive/Senior Principals.....	\$295 to \$365
Principals .....	\$240 to \$295
Senior Engineers .....	\$160 to \$240
Design Engineers.....	\$125 to \$160
Revit/CADD Specialists.....	\$135 to \$200
OTHER PROJECT EXPENSES	
Mileage .....	Authorized IRS Reimbursement Rate
Incidental Expenses.....	Actual cost plus 10%
<i>(Reproduction, Processing, Postage, Delivery, etc.)</i>	

\*Rates are subject to change on 1 September 2025.