



Construction Update

Recently Completed Work

- **Ambulance Bay CMU Wall:** Construction has been completed.
 - **Elevators and Dumbwaiters:** Installation is complete.
 - **Dumbwaiter Power:** Electrical power to the dumbwaiter controllers located in the basement has been completed.
-

Ongoing Work

- **Kitchen Grease Trap & Kitchen Remodel (Existing Hospital – Adventist Health):**
Work remains ongoing and is progressing as planned.
 - **Basement Exterior Stairs:**
Approximately **95% complete**. Final completion is pending the installation of a small number of remaining anchor bolts.
 - **Elevator and Dumbwaiter Enclosures:**
Framing and drywall installation around the elevator and dumbwaiter shafts is currently underway and is approximately **25% complete**.
-

Helipad Status

- **Helipad Construction:**
All prerequisite work has been completed **except** for final approval of the **fire foam suppression system**.
 - The fire suppression system must be reviewed and approved by the project's mechanical engineers.
 - The project architects, **DSC**, are currently assembling the required submission package for transmittal to **Mazzetti** for final engineered review and stamp.
 - Once this approval is obtained, helipad construction may proceed.
-

Seismic Compliance & Validation Efforts

- A summary list of **all contracts related to seismic compliance at the existing hospital** has been attached for reference.
- Additionally, the **tower validation report contract** has been included.
- In total:
 - **Six (6) contracts** are associated with seismic compliance work at the existing hospital.
 - **One (1) contract** pertains to the validation report for the hospital tower.

- In addition, the **Request for Proposals (RFP) for General Contracting Services** has been issued to support upcoming construction phases.

Prepared by: Brett Scott, Construction Manager

Date: January 6, 2026

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www.tularelocalhealthcaredistrict.org



Tulare Local Healthcare District

Request for Proposals (RFP)

**Project Name:
General Contractor Services**

**Work Site Location:
869 North Cherry Street, Tulare, CA**

Released On: October 17, 2025
Job Walk: October 31, 2025 at 9:00AM PT
Proposals Due: December 16, 2025 at 2:00PM PT

Contact Information:
1437 E. Prosperity Ave, Tulare, CA 93274
Phone: 559-509-2572
Email: Bscott@tulareregional.org
P.O. Box 1136 Tulare CA 93275

The Tulare Local Healthcare District (hereinafter referred to as the “District”) is requesting proposals for the General Contractor Services Project for the District’s Hospital Tower, located at 869 North Cherry Street, Tulare, CA.

1. RFP Timeline

This RFP will be governed by the following schedule:

Release of RFP: October 17, 2025

Request for Information (RFI) Due: December 2, 2025 at 2:00PM PT

Proposals are Due: December 16, 2025 at 2:00PM PT

Approval of Contract: TBD

All dates and times are subject to change at the discretion of the District. Submissions received after any time shown above, as may be modified by the District, will be considered late.

Project Background

The District seeks proposals from qualified and experienced General Contractors (“GC”) to provide comprehensive construction services for the completion and occupancy of the second floor of the Hospital Tower located at 869 North Cherry Street, Tulare, California.

This project represents a critical milestone for the District as it continues to expand operational capacity to bring the Tower into full use. The Tower project, including all approved drawings and permits, remains actively permitted and governed under the 2007 building code, and all construction must adhere to the approved plans and specifications established under that permit.

2. SCOPE OF WORK

2.1 Introduction and Project Overview

The District invites proposals from qualified GCs to provide comprehensive construction management and contracting services (the “Work”) for completion of the District’s Hospital Tower second floor (“Tower”), located at 869 North Cherry Street, Tulare, CA (the “Work Site”).

The selected GC will assume full responsibility for all trades and workers, with the immediate priority of completing all necessary work to gain occupancy of the second floor (the “Project”), while addressing outstanding items that directly impact the second-floor occupancy.

The District requires a partner with proven healthcare-construction expertise that can deliver high-quality results in compliance with local, state, and federal standards; meet schedule milestones; and minimize change orders through early planning, site investigation, and proactive coordination. The selected GC will report directly to the District's Construction Manager and Chief Executive Officer.

2.2 Project Objectives

The primary objective of this engagement is to bring the second floor into operation as soon as possible, ensuring that all systems, finishes, and compliance measures required for licensure are addressed. The GC must also complete all items on the outstanding items list that are necessary to achieve second-floor occupancy, including any deferred work, corrections, or unresolved details elsewhere in the Tower that directly impact the opening of the second floor.

A central expectation of the Work is that the GC will actively employ strategies that minimize change orders by conducting rigorous site investigations, constructability reviews, and early conflict resolution. Proposals should clearly identify how the contractor intends to achieve these objectives and include their proposed overhead and profit percentages for base work and change orders.

2.3 Detailed Scope of Work

The GC will manage all construction activities within the Tower, coordinate daily operations across trades, and enforce high standards of quality and safety. The GC shall be responsible for all permitting coordination and compliance with applicable regulatory authorities having jurisdiction, including HCAi and the City of Tulare. The Project remains governed by the existing 2007 building code, and all construction shall conform to the approved drawings and specifications associated with that permit.

The Project must comply with California Building Codes, healthcare-facility requirements, and District directives.

Preconstruction Phase

- Review and confirm existing conditions in the Tower.
- Conduct constructability and phasing reviews.
- Develop an updated project schedule targeting second-floor readiness.
- Prepare site logistics, safety, and infection-control plans.
- Identify potential conflicts and opportunities to reduce change orders.
- Submit preliminary cost models and value-engineering recommendations.

Construction Phase

- Manage all trades and subcontractors to ensure quality, safety, and schedule adherence.
- Conduct daily Work Site supervision and coordination meetings.
- Maintain records of inspections, testing, and corrective actions.
- Coordinate with HCAi and the City of Tulare for inspections, documentation, and approvals.
- Provide weekly progress updates and a two-week look-ahead schedule to the District.
- Monitor change orders, maintain cost transparency.

Closeout Phase

- Complete punch list and all items required for second-floor occupancy.
- Submit as-built drawings, operations and maintenance manuals, and warranties.
- Assist the District with final HCAi and state inspections as necessary.
- Ensure all required documentation and certifications are provided before final payment.

2.4 Cost Breakdown and Bid Transparency

Each proposal shall include a comprehensive, itemized bid showing how the total bid amount was determined. The bid must include, at minimum:

- Direct labor costs (by trade/classification)
- Material and equipment costs (owned vs. rented)
- Subcontractor quotes or allowances
- General conditions and overhead costs
- Insurance, bonds, and permit fees
- Proposed profit or fee

Each line item must clearly identify the associated cost component to ensure transparency. Lump-sum bids without adequate cost substantiation may be deemed non-responsive. All costs must be included in the total bid amount—no separate monthly or post-award cost reporting will be required unless specifically requested by the District.

2.5 Profit and Change Order Transparency

To ensure fairness, accuracy, and cost control, the GC shall maintain full transparency in the pricing and documentation of all change orders and related cost adjustments.

- The GC must clearly identify total profit and overhead included in all proposed change orders.
- Each change order submission shall include itemized backup showing direct costs, labor hours, equipment costs, material invoices, subcontractor quotations, and any other supporting documentation.

- All markups, general conditions, and overhead applied must be clearly defined and consistent with the rates established in the original proposal.
- No markup shall be applied to pass-through costs such as permits, taxes, inspection fees, or District-provided services.
- Credits or deductive change orders shall reflect the removal of direct costs and any associated overhead or profit in a manner consistent with the pricing structure established in the bid proposal.
- Change order requests that lack sufficient cost detail or supporting documentation may be rejected or returned for clarification.

This section is intended to ensure transparent, verifiable pricing throughout the duration of the Project, supporting accountability and open communication between the GC and the District. The District expects the GC to clearly outline their approach to managing change orders, including the methodology used to identify, justify, and document associated costs. The GC shall provide a detailed explanation of how profit and overhead percentages are determined for each change order, ensuring full transparency in pricing and cost allocation.

2.6 Contractor Qualifications

Prospective bidders must be licensed (in good standing) California General Contractors with demonstrated healthcare experience (minimum 10 years) and the ability to provide performance and payment bonds, builder's-risk, and insurance coverage acceptable to the District. Key personnel, including the project manager and superintendent, must be identified and remain assigned to the Project unless substitutions are approved by the District.

Licensing, Registration & Compliance

- Valid California Contractor's License in the proper classification (B – General Building Contractor).
- DIR (Department of Industrial Relations) Registration as a public works awarding body and contractor.
- HCAi (OSHPD) Experience — prior completion of healthcare projects under HCAi plan review and inspection.
- Current Certificates of Insurance — including general liability, auto, and umbrella/excess liability meeting district requirements.
- Compliance History — clean record with CSLB, DIR, and no history of debarment or license suspension.

Hospital & Healthcare Project Experience

- Documented experience constructing or renovating acute care hospital facilities (NPC/SPC compliance, seismic retrofits).
- Familiarity with California Building Code (CBC) 2007, 2013, and 2019 editions and their hospital-related amendments.

- Experience coordinating with HCAI inspectors, plan reviewers, and IORs (Inspectors of Record).
- Understanding of Infection Control Risk Assessment (ICRA) and Interim Life Safety Measures (ILSM) requirements.
- Experience with active hospital campuses — proven ability to phase work without disrupting patient care or utilities.

Financial & Organizational Capacity

- Bonding Capacity sufficient for hospital-scale work (provide current bonding letter).
- Demonstrated financial stability, verified through CPA-reviewed statements or a surety letter.
- Adequate staffing with project managers, superintendents, safety officers, and quality control personnel experienced in healthcare construction.
- Ability to self-perform key scopes (concrete, framing, MEP coordination) while managing complex subcontractor networks.

Safety & Quality Control Programs

- Current, written Safety Plan (IIPP) and a strong EMR (Experience Modification Rate) below 1.0.
- Documented QA/QC procedures specific to hospital environments (e.g., infection control barriers, vibration/dust monitoring).
- Certified safety and first-aid staff on site at all times.
- Proven record of minimal lost-time incidents on previous projects.

Technical Qualifications

- Expertise in MEP systems (HVAC, plumbing, med gas, and fire alarm integration).
- Proficiency with BIM (Building Information Modeling) for clash detection and coordination.
- Scheduling proficiency — ability to use Primavera P6 or MS Project for detailed construction schedules.
- Experience managing RFIs, Submittals, and Change Orders through digital project management tools.

References & Performance History

- At least three (3) references from completed hospital or healthcare projects within the past ten (10) years.
- Evidence of completing projects on time and within budget, especially under HCAI oversight.
- Strong working relationships with architectural firms and inspection agencies.

Local Familiarity & Responsiveness

- Familiarity with local jurisdictions — Tulare City Building Department, Fire Marshal, and County Public Works.
- Ability to mobilize quickly and maintain consistent on-site supervision.
- Established local subcontractor network with experience on public hospital work.

2.7 Proposal Requirements

Each proposal must include the following information:

- Company Profile – Summary of firm history, services, and healthcare experience.
- Key Personnel – Names, qualifications, and resumes of key staff assigned to this project.
- Approach and Methodology – Narrative describing how the GC intends to complete the Project, coordinate with regulatory agencies, and minimize change orders.
- Cost Breakdown – Transparent itemization of costs as outlined in Section 2.4.
- Schedule – Preliminary project schedule with major milestones.
- References – Minimum of three (3) comparable healthcare projects within past ten (10) years.
- Insurance/Bonding – Proof of Licensure and Bonding Capacity.

Proposal Checklist (for convenience)

Required Item	Description
Cover Letter	Authorized contact and summary of interest
Company Profile	Firm history, license number, bonding capacity
Project Team	Names, roles, experience summaries
Approach & Schedule	Narrative + draft schedule
Cost Breakdown	Labor, materials, subs, overhead, profit
References	At least 3 comparable healthcare projects

Incomplete proposals may be deemed non-responsive.

2.8 Evaluation Criteria

Proposals will be evaluated on the following factors:

- Qualifications and Experience – Demonstrated ability to deliver HCAI-regulated projects.
- Project Approach and Understanding – Strategy for second-floor completion, coordination, and cost control.
- Cost Competitiveness – Compliance with profit transparency.

Finalists may be invited to present their proposals in an interview with District representatives prior to award.

2.9 Project Deliverables and Communication

The selected GC will be expected to:

- Attend weekly progress meetings (at Work Site or virtual).
 - Submit two-week look-ahead schedules and manpower reports.
 - Provide submittal and RFI logs for District review.
 - Maintain a daily field report of site activities and safety compliance.
 - Submit closeout documentation, warranties, and as-builts prior to final acceptance.
-

2.10 Demonstrated Technical Expertise and Relevant Project Experience

Prospective bidders shall provide a detailed summary of their technical expertise and project experience demonstrating their ability to successfully complete complex healthcare construction projects subject to HCAi oversight. Include descriptions of prior work under existing permits or similar regulatory constraints, and points of contact for each project.

2.11 Utilization of District-Owned Materials and Inventory

The District maintains an off-site storage facility and multiple on-site C-trains containing materials and equipment previously procured for the Hospital Tower project. The C-trains primarily contain HVAC and plumbing components, while the warehouse inventory consists largely of lighting, flooring, and various other materials. The District's intent is to maximize the use of all available District-owned materials prior to purchasing new products.

An inventory list will be provided on the project USB flash drive/thumb drive for reference; however, prospective bidders are not required to incorporate specific reference to stored materials in their initial proposals. Following award of contract, the selected GC shall conduct a site investigation of storage areas to identify usable District-owned materials. The GC shall provide appropriate credits to the District for any such materials incorporated into the Project reflecting the full cost that would have otherwise been included in their bid for those items. This approach ensures an equitable bidding process while promoting efficient use of existing District resources.

3. COMPETENCE OF BIDDERS

3.1 License

Prospective bidders are authorized to submit bids solely for work within the scope of their qualifications and must hold, in good standing, all relevant and valid licenses required to perform such work. Any bids submitted outside a bidder's licensed capacity will be deemed non-compliant with the bid requirements and subject to disqualification.

3.2 Contractor Registration/Prevailing Wage Requirements

Pursuant to Sections 1725.5 and 1771.1 of the Labor Code, all contractors and subcontractors must be currently registered with the Department of Industrial Relations (DIR) in order to qualify to bid on, be listed in a bid proposal for (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work. Prevailing wages are set forth in the General Prevailing Wage Rates for the Work, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Additionally, all contractors and subcontractors must be able to comply with all applicable provisions of the: (i) California Labor Code, including, without limitation Labor Code Sections 1720, 1735, 1771 *et seq.* (including 1776(a), 1776(b)(3), 1776(d), and 1776(g), 1777.5 and 1777.6), 1813 and 1815; (ii) Davis-Bacon Act (40 U.S.C. 3141–48); and (iii) Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations respecting the provision of certified payroll records to the DIR.

4. EXAMINATION OF BID DOCUMENTS AND SITE

4.1 Responsibility of Contractors and Designers

Prospective bidders shall thoroughly examine the Work Site and all relevant specifications. By submitting a bid or proposal, prospective bidders acknowledge understanding of the conditions, challenges, and constraints present at the sitework Site, including any reasonably ascertainable factors from an on-site inspection. The examination shall include a review of all exploratory work performed by the District, as well as all information provided in the specifications and related documents. Failure to familiarize themselves with available information will not relieve prospective bidders of responsibility for accurately estimating the complexity or cost of successfully completing the Work. Prospective bidders must be registered with the DIR at or before the time of bid submission.

4.2 Contract Documents and Specifications

Contract documents and specifications will be provided via a USB flash drive/thumb drive at the time of the job walk. The District may also provide electronic copies via secure email or download link upon request. It is the responsibility of each bidder to review and extract all relevant sheets and details required to complete the scope of Work. Documents may be requested via email at: BScott@tulareregional.org

4.3 Additional Information

For Prebid RFI's and other information please contact: Brett Scott at 559-509-2572 or email BScott@tulareregional.org.

5. DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

If discrepancies, conflicts, omissions or errors are found in the specifications prior to 72 business hours before the proposal due date, bidder shall request clarification from the District representative identified above. Requests shall be submitted via email to: BScott@tulareregional.org. Clarifications will be returned via email to all prospective bidders, but not later than 48 business hours prior to proposal due date.

6. SUBMITTING THE PROPOSAL & BID OPENING

Proposal Format.

Prospective bidders shall submit proposals on company letterhead and include the following:

- **Essential Information:** As described in Section 2.7 of this RFP.
- **Bidder Info:** Company or individual's legal name (must match applicable licenses).
- **Price Breakdown:** Broken out by labor, equipment, general conditions, and overhead & profit (O&P). Provide separate line items for parking lot work and courtyard sidewalks.
- **Proposal Signature:** Signed by an authorized representative consistent with the entity type (individual, partnership, or corporation).
- **Contact Info:** Business and mailing address, primary contact name, phone, and email.

Submission Method (Sealed Bids Only).

Email or fax submissions will **not** be accepted. Bids must be submitted in a sealed envelope/package and delivered to:

Tulare Local Healthcare District

Attn: Procurement — General Contractor Services
1437 E. Prosperity Ave, Tulare, CA 93274

The exterior of the envelope shall be clearly labeled with:

(i) Project Name, (ii) Bidder Name, (iii) Contractor License No., (iv) DIR Registration No., and (v) “DO NOT OPEN—SEALED BID”.

Bid Deadline.

Sealed bids must be received at the address above no later than **December 16, 2025 at 2:00 PM PT**. Late bids will be rejected/unopened.

Bid Opening (Public).

All timely received sealed bids will be publicly opened and read aloud at:

Date/Time: December 16, 2025 at 2:00 PM PT

Location: Evolutions Fitness and Wellness Center **Conference Room**,
1437 E. Prosperity Ave, Tulare, CA 93274

Post-Opening Review / Notice of Intent.

Following the public opening, the District will review responsiveness and responsibility and may issue a Notice of Intent to Award to the apparent low responsive, responsible bidder, subject to Board approval (if applicable).

Failure to list kind of Work, Project, or Work Site shall cause bid to be rejected as non-responsive. Bidders are directed to the provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized substitutions. Bidders are also directed to Labor Code Section 1771.1 regarding inadvertent errors in the listing of subcontractors not currently registered with the DIR.

7. AWARD AND EXECUTION OF CONTRACT

7.1 Award of Contract

The District reserves the right to reject any and all bids and waive any irregularity in any bid received. To be considered, a submitted bid must be an unconditional offer to perform the Work and comply with the District’s policies and procedures. The evaluation process may consider various factors, including, but not limited to, price, technical capability, experience, past performance, and compliance with the RFP requirements. The contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements, as determined by the District.

7.2 Execution of Contract

If awarded, the Contract Documents shall be provided to the successful bidder and must be signed and returned within seven (7) days of receipt. The Contract Documents shall not be

binding upon the District until executed by both the successful bidder and the District. Required Contract Documents consist of the following:

- Master Services Agreement
- Contract Payment and Performance Bonds
- Certificate of Insurance

7.3 Failure to Execute Contract

Failure to execute or provide Contract Documents within seven (7) days after receipt may be cause for forfeiture of contract award. Failure to provide required bonds and insurance within this timeframe shall constitute failure to execute the Contract Documents and may result in loss of award. Any delay by the District shall not be deemed a waiver of its rights.

SMITHGROUP

LETTER FORM PROPOSAL (“AGREEMENT”)

August 5th, 2025,

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

RE: Scope Letter Proposal (Tulare Local Healthcare District) – **SB1953 Compliance Program- SPC Architectural Assistance to Structural Team & Production of Architectural CD Sets for Repairs related MTCAP Testing Areas; Prepare Pre-Submittal Package for Testing Materials; Provide Comprehensive Data Collection Program per CBC 3413A.1,3; Develop Submittal for the Seismic Compliance Unit to Review.**

Dear Mr. Brett:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal for the SB1953 Compliance Program- SPC Architectural Assistance. The following is our understanding of the services which are to be provided. **(2) SPC-2 buildings, BLD-00564 & BLDG-03518.**

- Architectural Coordination to Support Structural MTCAP Testing
- Provide Support During SPC Analysis
- Develop Construction Documents to Provide Repairs Around Testing Areas
- Prepare Pre-Submittal Package for Testing Materials- Exhibi-1 Dated 7/29/25
- Provide Comprehensive Data Collection Program per CBC 3413A.1,3- Exhibi-1 Dated 7/29/25
- Develop Submittal for the Seismic Compliance Unit to Review- Exhibi-1 Dated 7/29/25

UNDERSTANDING OF THE PROJECT

We understand that Tulare Local Healthcare District (Tulare Local Healthcare District) – Tulare leadership (“Owner”) seeks to perform and execute activities required to initiate SPC compliance program followed by development of SPC related MTCAP testing Architectural assistance to comply with the HCAi 2030 deadline; Proposal also includes detailed scope by JAMA structural engineers, please reference Exhibit-1.

Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing**

Rev. 05/15/2021

SmithGroup
TBD

SMITHGROUP

SCOPE OF SERVICES

1. Architectural Assistance on SPC Required Testing Program (MTCAP) + Structural Scope:

- a. Please reference Exhibit-1 Dated 7/29/205 for full detailed structural scope included as part of this proposal.
- b. Review facility As-Builts to help Structural Engineers determine material testing locations
- c. Provide / coordinate testing location assessment (Testing phasing, path of egress, fire life safety, patch back repair locations); Coordination with SEOR
- d. SCU (HCAi Seismic Compliance Unit) will review the structural submittal (SEOR) / Develop initial Architectural and MEP drawing set for SCU submittal
- e. Develop Architectural drawing set for testing areas repair for HCAi review.
- f. MTCAP Process requires a permit from the local SCU
- g. Design team to provide minimum assistance to contractor(s) and Tulare Local Healthcare District
- h. local PM develop critical care impact reports for MTCAP testing areas.
- i. Provide feedback Architectural feedback to SEOR during structural analysis process.

ASSUMPTIONS AND EXCLUSIONS

- Does NOT Include any exclusions also noted in Exhibit-1 Dated 7/29/25
- Fee does NOT include Contract Administration (CA) services for full SPC design.
- **Efforts do not include any design coordination for future SPC upgrades, these will be executed at SPC design.**
- MTCAP portion of applies to (2) buildings- (4) Sections
- Proposal does NOT include permit fees, plan check fees, or review expediting fees
- The design team assumes that Owner has available As-Builts for the facility; If the design team has to request record drawings from HCAi, acquisition fees are assumed to be paid by the Owner.
- The Owner is responsible for Geotech services.
- The Owner is responsible for civil topographic survey (By GC).
- The Owner is responsible for GPR, trenching and/or potholing as needed (By GC).
- The Owner is responsible for soil testing, as needed (By GC).
- The Owner is responsible for site utility tracing as needed (By GC).
- The Owner is responsible for underground utility investigation (By GC).
- The Owner is responsible for all site investigations.
- The Owner is responsible for above ceiling scanning, and above ceiling and in-wall investigations.
- The Owner is responsible for abatement of any type of hazardous materials (may be applicable during the MTCAP and/or construction phase).
- Owner to provide current hazardous materials report.
- Fee does NOT include development of construction logistic plans (to be provided during CA phase).
- Owners to confirm that they are aware that HCAi requires 20% of construction cost to be applied to ADA upgrades triggered by structural upgrades.
- NPC-4 / NPC 4D Design assumes no relocation of existing equipment or newly installed equipment.

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing**

SmithGroup
TBD

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PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

Facilities engineering and area user will collaborate with the design team for the various area Services listed above. Please refer to the above assumptions and exclusion section for additional expected Owner responsibilities.

SCHEDULE

To be submitted separately, please refer to design schedule.

COMPENSATION

Tulare Local Healthcare District - Tulare Hospital shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of **\$724,500 (Seven Hundred Twenty-Four Thousand Five Hundred Dollars)**, Fee Includes a \$2,000 reimbursable expense allowance subdivided as follows by task:

1. MTCAP + SPC Assistance Design- SmithGroup	\$ 87,500
2. Structural Analysis Assistance- SmithGroup	\$ 7,000
3. Comprehensive Data Collection- JAMA	\$285,000
4. <u>SPC Analysis- JAMA</u>	<u>\$343,000</u>
5. Total Services	\$722,500
6. <u>Reimbursable expense allowance*</u>	<u>\$ 2,000</u>
7. Total Anticipated Lump Sum contract amounts	\$724,500 >> see above

*Reimbursable expenses are in addition to the Lump Sum Fee and include travel expenses to the project site or HCAi offices and collateral materials. For reference, please see cost breakdown below

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Project / Phase	SmithGroup Design Fee	SmithGroup CA Fee	SmithGroup Total Fee
BLD-00564 Original Structure & Additions			
Phase 1: Comprehensive Data Collection Program	\$39,750	\$4,000	\$43,750
Phase 2: SPC Analysis Assistance	\$3,500		\$3,500
BLD-03518 Second Addition			\$0
Phase 1: Comprehensive Data Collection Program	\$39,750	\$4,000	\$43,750
Phase 2: SPC Analysis Assistance	\$3,500		\$3,500
Total	\$86,500	\$8,000	\$94,500

	Design Fee	CA Fee	Total Fee
BLD-00564 Original Structure & Additions			
Phase 1: Comprehensive Data Collection Program	\$130,000	\$75,000 (incl MTCAR)	\$205,000
Phase 2: SPC Analysis	\$245,000	N/A	\$245,000
Total for BLD-00564			\$450,000
BLD-03518 Second Addition			
Phase 1: Comprehensive Data Collection Program	\$50,000	\$30,000 (incl MTCAR)	\$80,000
Phase 2: SPC Analysis	\$98,000	N/A	\$98,000
Total for BLD-03518			\$178,000

REIMBURSABLE EXPENSES

Compensation includes (1) site visit by the Architectural team.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Tulare Local Healthcare District - Tulare Hospital approval of an estimated fee for that effort or, if not agreed otherwise, Tulare Local Healthcare District - Tulare Hospital shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing**

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INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to Tulare Local Healthcare District - Tulare Hospital documents which include (i) Tulare Local Healthcare District - Tulare Hospital internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of Tulare Local Healthcare District - Tulare Hospital as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). Tulare Local Healthcare District - Tulare Hospital shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. Tulare Local Healthcare District - Tulare Hospital agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). Tulare Local Healthcare District - Tulare Hospital acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify Tulare Local Healthcare District - Tulare Hospital and Tulare Local Healthcare District - Tulare Hospital hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to Tulare Local Healthcare District - Tulare Hospital, SmithGroup grants Tulare Local Healthcare District - Tulare Hospital a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with Tulare Local Healthcare District - Tulare Hospital internal use of the documents and for no other purpose. Tulare Local Healthcare District - Tulare Hospital acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to Tulare Local Healthcare District - Tulare Hospital by SmithGroup in connection with this Agreement is for the sole internal use of Tulare Local Healthcare District - Tulare Hospital, including all subsidiaries of Tulare Local Healthcare District - Tulare Hospital, and may not be used or relied upon by any third party; provided that Tulare Local Healthcare District - Tulare Hospital may incorporate into documents that Tulare Local Healthcare District - Tulare Hospital intends to disclose externally SmithGroup summaries, calculations or tables based on Tulare Local Healthcare District - Tulare Hospital information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to Tulare Local Healthcare District - Tulare Hospital hereunder.

DELIVERY OF CADD GRAPHIC FILES

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing**

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not As-Built files. Tulare Local Healthcare District - Tulare Hospital agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. Tulare Local Healthcare District - Tulare Hospital further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Tulare Local Healthcare District - Tulare Hospital understands that the Files have been prepared to SmithGroup's criteria and may not conform to Tulare Local Healthcare District - Tulare Hospital drafting or other documentation standards. Tulare Local Healthcare District - Tulare Hospital understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Tulare Local Healthcare District - Tulare Hospital that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Tulare Local Healthcare District - Tulare Hospital will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Tulare Local Healthcare District - Tulare Hospital understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Tulare Local Healthcare District - Tulare Hospital will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Tulare Local Healthcare District - Tulare Hospital agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Tulare Local Healthcare District - Tulare Hospital. Under no circumstances shall transfer of Files to Tulare Local Healthcare District - Tulare Hospital be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, TULARE LOCAL HEALTHCARE DISTRICT - TULARE HOSPITAL AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Tulare Local Healthcare District - Tulare Hospital acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing**

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this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Tulare Local Healthcare District - Tulare Hospital acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroup (*Signature*)

Daniel Cusick
(Daniel Cusick, Principal Studio Leader)

Date

Randy Dodd (*Signature*)

(Randy Dodd, District CEO)

Date

Attachments:

Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing** Rev. 05/15/2021
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Exhibit-1 Dated 7/29/25.

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LETTER FORM PROPOSAL (“AGREEMENT”)

October 20, 2025,

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

RE: Scope Letter Proposal (Tulare Local Healthcare District)- Add Service #1 – **SB1953 Compliance Program- SPC Architectural Assistance to Structural Team & Production of Architectural CD Sets for Repairs related MTCAP Testing Areas; Prepare Pre-Submittal Package for Testing Materials; Provide Comprehensive Data Collection Program per CBC 3413A.1,3; Develop Submittal for the Seismic Compliance Unit to Review- Adding Building 1.2 to scope .**

Dear Mr. Brett:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal for the SB1953 Compliance Program- SPC Architectural Assistance. The following is our understanding of the services which are to be provided. **Add Service #1 (1) SPC-2 building 1.2, BLD-03517.**

- Architectural Coordination to Support Structural MTCAP Testing
- Provide Support During SPC Analysis
- Develop Construction Documents to Provide Repairs Around Testing Areas
- Prepare Pre-Submittal Package for Testing Materials- Exhibi-1 Dated 9/24/25
- Provide Comprehensive Data Collection Program per CBC 3413A.1,3- Exhibi-1 Dated 9/24/25
- Develop Submittal for the Seismic Compliance Unit to Review- Exhibi-1 Dated 9/24/25

UNDERSTANDING OF THE PROJECT

We understand that Tulare Local Healthcare District (Tulare Local Healthcare District) – Tulare leadership (“Owner”) seeks to perform and execute activities required to initiate SPC compliance program followed by development of SPC related MTCAP testing Architectural assistance to comply with the HCAi 2030 deadline; Proposal also includes detailed scope by JAMA structural engineers, please reference Exhibit-1.

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing- As#1** SmithGroup
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SCOPE OF SERVICES

1. Architectural Assistance on SPC Required Testing Program (MTCAP) + Structural Scope:

- a. Please reference Exhibit-1 Dated 9/24/25 for full detailed structural scope included as part of this proposal.
- b. Review facility As-Builts to help Structural Engineers determine material testing locations
- c. Provide / coordinate testing location assessment (Testing phasing, path of egress, fire life safety, patch back repair locations); Coordination with SEOR
- d. SCU (HCAi Seismic Compliance Unit) will review the structural submittal (SEOR) / Develop initial Architectural and MEP drawing set for SCU submittal
- e. Develop Architectural drawing set for testing areas repair for HCAi review.
- f. MTCAP Process requires a permit from the local SCU
- g. Design team to provide minimum assistance to contractor(s) and Tulare Local Healthcare District
- h. local PM develop critical care impact reports for MTCAP testing areas.
- i. Provide feedback Architectural feedback to SEOR during structural analysis process.

ASSUMPTIONS AND EXCLUSIONS

- Does NOT Include any exclusions also noted in Exhibit-1 Dated 9/24/25
- Fee does NOT include Contract Administration (CA) services for full SPC design.
- **Efforts do not include any design coordination for future SPC upgrades, these will be executed at SPC design.**
- MTCAP portion of applies to (2) buildings- (4) Sections
- Proposal does NOT include permit fees, plan check fees, or review expediting fees
- The design team assumes that Owner has available As-Builts for the facility; If the design team has to request record drawings from HCAi, acquisition fees are assumed to be paid by the Owner.
- The Owner is responsible for Geotech services.
- The Owner is responsible for civil topographic survey (By GC).
- The Owner is responsible for GPR, trenching and/or potholing as needed (By GC).
- The Owner is responsible for soil testing, as needed (By GC).
- The Owner is responsible for site utility tracing as needed (By GC).
- The Owner is responsible for underground utility investigation (By GC).
- The Owner is responsible for all site investigations.
- The Owner is responsible for above ceiling scanning, and above ceiling and in-wall investigations.
- The Owner is responsible for abatement of any type of hazardous materials (may be applicable during the MTCAP and/or construction phase).
- Owner to provide current hazardous materials report.
- Fee does NOT include development of construction logistic plans (to be provided during CA phase).
- Owners to confirm that they are aware that HCAi requires 20% of construction cost to be applied to ADA upgrades triggered by structural upgrades.
- NPC-4 / NPC 4D Design assumes no relocation of existing equipment or newly installed equipment.

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing- As#1** SmithGroup
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PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

Facilities engineering and area user will collaborate with the design team for the various area Services listed above. Please refer to the above assumptions and exclusion section for additional expected Owner responsibilities.

SCHEDULE

To be submitted separately, please refer to design schedule.

COMPENSATION

Tulare Local Healthcare District - Tulare Hospital shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of **\$233,250 (Two Hundred Thirty-Three Thousand Two Hundred Fifty Dollars)**.

1. MTCAP + SPC Assistance Design- SmithGroup	\$ 43,750
2. Structural Analysis Assistance- SmithGroup	\$ 3,500
3. Comprehensive Data Collection- JAMA	\$ 80,000
4. <u>SPC Analysis- JAMA</u>	<u>\$106,000</u>
5. Total Anticipated Lump Sum Contract Amounts	\$233,250 >> see above

*Reimbursable expenses are in addition to the Lump Sum Fee and include travel expenses to the project site or HCAi offices and collateral materials. For reference, please see cost breakdown below

Project / Phase	SmithGroup Design Fee	SmithGroup CA Fee	SmithGroup Total Fee
BLD-03517 Original Structure & Additions			
Phase 1: Comprehensive Data Collection Program	\$39,750	\$4,000	\$43,750
Phase 2: SPC Analysis Assistance	\$3,500		\$3,500
Total	\$43,250	\$4,000	\$47,250

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing- As#1** SmithGroup
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SPC-4D Compliance Fee Data

Our compensation for providing the above-described services in accordance with the scope of work as presently defined will be a lump sum fee as defined below:

	Design Fee	CA Fee	Total Fee
BLD-03517 First Addition – Bldg 1.2			
Phase 1: Comprehensive Data Collection Program	\$50,000	\$30,000 (incl MTCAR)	\$80,000
Phase 2: SPC Analysis	\$106,000	N/A	\$106,000
Total for BLD-03517			\$186,000

REIMBURSABLE EXPENSES

Compensation includes (1) site visit by the Architectural team.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Tulare Local Healthcare District - Tulare Hospital approval of an estimated fee for that effort or, if not agreed otherwise, Tulare Local Healthcare District - Tulare Hospital shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing- As#1** SmithGroup
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SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Tulare Local Healthcare District - Tulare Hospital acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing- As#1** SmithGroup
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Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroup (*Signature*)

Daniel Cusick
(Daniel Cusick, Principal Studio Leader)

Date

Randy Dodd (*Signature*)

(Randy Dodd, District CEO)

Date

Attachments:

Exhibit-1 Dated 9/24/25.

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Tulare Local Healthcare District **SB1953 Compliance Program- SPC MTCAP Testing Phasing- As#1** SmithGroup
TBD

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LETTER FORM PROPOSAL (“AGREEMENT”)

September 22, 2025

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

RE: Scope Letter Proposal (Adventist Health Tulare) – **SB1953 Compliance Program: NPC-5 Design Services**

Dear Mr. Brett:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal for the SB1953 Compliance Program- SPC Architectural Design Services and MEP Design Coordination; NPC-5 Design Services. The following is our understanding of the services which are to be provided.

- NPC 5- Development of Construction Documents

UNDERSTANDING OF THE PROJECT

We understand that Adventist Health (AH) – Tulare leadership seeks to move forward with next steps to comply with submission of Construction Documents for NPC 5 related scope of work to comply with the HCAi (SB-1953 Program) CD deadline of 3/1/2026 to comply with the HCAi 2030 deadline.

SCOPE OF SERVICES

1. **NPC 5- Development of Construction Documents:**
 - a. Develop Construction Documents per initial AH-Tulare Hospital NPC-5 seismic evaluation report submitted. Initial approach included adding tanks to the campus, for which initial tank(s) sizes were determined by conceptual calculated campus demands. Per latest discussions with Adventist Tulare, the direction moving forward will be to design towards addressing minimum required compliance.
 - b. The design team will meet with facilities engineering to determine and verify the initial NPC-5 approach and discuss campus operations after a seismic event; initial parameters determined during this discussion will serve as initial parameters for design
 - c. The design team will coordinate tank(s) design with facilities engineering to determine preferred systems, locations of alarms, maintenance, determine strategic site location(s) for the tank(s), discuss early potential phasing of the construction work and disruptions to the campus
 - d. The design team will coordinate the design with owner subconsultants
 - e. The design team will coordinate with consultants that are assumed to be under contract with AH Tulare (i.e., Geotech, contractors of any type for site investigation)

Adventist Health Tulare

SB1953 Compliance Program

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- f. The design team will have (2) design work sessions with facilities engineering to present the initial design concept prior to executing final design
- g. The design team will meet with Agencies (HCAi, City and/or others) to discuss requirements regarding scope approach
- h. Upon meeting with HCAi Seismic Compliance Unit, SmithGroup will incorporate agency comments into the final design
- i. Implementation of tank(s) design assumes minimum campus water rationing requirements.

The Client acknowledges and agrees that SmithGroup is merely offering its recommendations or opinions as to the proposed materials being used (hereafter "Opinions"). The Client agrees that SmithGroup is not the architect or engineer of record, as the case may be, and that the Client is solely responsible for determining whether or not and to what extent to implement any such Opinions. The Client agrees to indemnify, defend and hold SmithGroup harmless from any third-party claims arising out of or related to the Opinions, except to the extent of the negligence or willful misconduct of SmithGroup

ASSUMPTIONS AND EXCLUSIONS

- Fee does NOT include Contract Administration (CA) services
- Proposal does NOT include permit fees, plan check fees, or review expediting fees
- The design team assumes AH-Tulare has available As-Builts documents for the facility; If the design team has to request record drawings from HCAi, acquisition fees are assumed to be paid by the owner.
- The owner is responsible for Geotech services.
- The owner is responsible for civil topographic survey (By GC).
- The owner is responsible for GPR, trenching and/or potholing as needed (By GC)
- The owner is responsible for soil testing, as needed (By GC)
- The owner is responsible for site utility tracing as needed (By GC)
- The owner is responsible for underground utility investigation (By GC)
- The owner is responsible for site investigation site investigation
- The owner is responsible for above ceiling scanning, above ceiling and in-wall investigations
- The owner is responsible for abatement of any type (may be applicable during the MTCAP and/or construction phase)
- Owner to provide current hazardous materials report
- Fee does NOT include development of construction logistic plans (to be provided during CA phase)

SMITHGROUP

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

The design team expects facilities engineering and area user collaboration during the different scopes. Please reference to the above assumptions and exclusion section for expected owner responsibilities.

SCHEDULE

To be submitted separately, please refer to design schedule.

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project, **KPFF Civil & Mazzetti Engineers** and the costs will be borne by SmithGroup and are included in the SmithGroup projected fee.

COMPENSATION or PROFESSIONAL SERVICES FEE

Adventist Health- Tulare Hospital shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of \$390,800 (**Three Hundred Ninety Thousand Eight Hundred Dollars**)

• Civil Design	\$110,000
• MEP Design	\$127,900
• Structural Design Cost	\$ 44,200
• <u>SG Design Cost</u>	<u>\$108,700</u>
Total Services	\$,390,800

REIMBURSABLE EXPENSES

Compensation or professional service fee includes (2-site visits to the site); additional visits may require additional reimbursable.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon (Adventist Health- Tulare Hospital) approval of an estimated fee for that effort or, if not agreed

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otherwise, (Adventist Health- Tulare Hospital) shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to (Adventist Health- Tulare Hospital) documents which include (i) (Adventist Health- Tulare Hospital) internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of (Adventist Health- Tulare Hospital) as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). (Adventist Health- Tulare Hospital) shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. (Adventist Health- Tulare Hospital) agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). (Adventist Health- Tulare Hospital) acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify (Adventist Health- Tulare Hospital) and (Adventist Health- Tulare Hospital) hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to (Adventist Health- Tulare Hospital), SmithGroup grants (Adventist Health- Tulare Hospital) a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with (Adventist Health- Tulare Hospital) internal use of the documents and for no other purpose. (Adventist Health- Tulare Hospital) acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to (Adventist Health- Tulare Hospital) by SmithGroup in connection with this Agreement is for the sole internal use of (Adventist Health- Tulare Hospital), including all subsidiaries of (Adventist Health- Tulare Hospital), and may not be used or relied upon by any third party; provided that (Adventist Health- Tulare Hospital) may incorporate into documents that (Adventist Health- Tulare Hospital) intends to disclose externally SmithGroup summaries, calculations or tables based on (Adventist Health- Tulare Hospital) information contained in Client Data, but not

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SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to (Adventist Health-Tulare Hospital) hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. (Adventist Health- Tulare Hospital) covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. (Adventist Health- Tulare Hospital) agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files(Adventist Health- Tulare Hospital) further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. (Adventist Health- Tulare Hospital) understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Adventist Health- Tulare Hospital) drafting or other documentation standards. (Adventist Health- Tulare Hospital) understands that, due to the translation process of certain CADD formats, and the transmission of such Files to (Adventist Health- Tulare Hospital) that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the (Adventist Health- Tulare Hospital) will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. (Adventist Health- Tulare Hospital) understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that (Adventist Health- Tulare Hospital) will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. (Adventist Health- Tulare Hospital) agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by (Adventist Health- Tulare Hospital).

Under no circumstances shall transfer of Files to (Adventist Health- Tulare Hospital) be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, (ADVENTIST HEALTH- TULARE HOSPITAL) AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. (Adventist Health- Tulare Hospital) acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated

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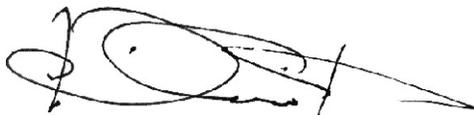
and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. (Adventist Health- Tulare Hospital) acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroup (*Signature*)

Daniel Cusick, Principal Studio Leader

September 22, 2025
Date

Owner (*Signature*)

Randy Dodd

Date

SMITHGROUP

LETTER FORM PROPOSAL (“AGREEMENT”)

August 27, 2025,

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

RE: Scope Letter Proposal (Tulare Local Healthcare District) NPC4 / NPC4D – **SB1953 Compliance Program- SPC Architectural Design & MEP Assistance; NPC-4 / NPC 4D Architectural Design & NPC-4 / NPC 4D MEP Design Assisting Services.**

Dear Mr. Brett:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal for the SB1953 Compliance Program- SPC Architectural & MEP Assistance; NPC-4 / NPC 4D Architectural & NPC-4 / NPC 4D MEP Coordination Services. The following is our understanding of the services which are to be provided.

- NPC 4 / NPC 4D – Development of Construction Documents
- Architectural Design and MEP Coordination to Support for NPC4 / NPC4D

UNDERSTANDING OF THE PROJECT

We understand that Tulare Local Healthcare District - Leadership (“Owner”) seeks to move forward with next steps to comply with submission of Construction Documents for NPC 4 / NPC 4D related scope of work to comply with the HCAi (SB-1953 Program) CD deadline of 3/1/2026.

SCOPE OF SERVICES

1. NPC 4 / NPC 4D – Development of Construction Documents:

- a. Develop construction documents per initial NPC-4 / NPC 4D seismic evaluation reports submitted by SmithGroup on 1/1/2024, initial approach was to provide NPC seismic design for (3) buildings & (2) yards drawings submissions will be per submitted per building.
- b. The design team will meet with facilities engineering and recommended facility staff to determine and verify the initial NPC-4 / NPC 4D approach and discuss campus operations after a seismic event (discussion will be around critical care areas); initial parameters determined during this discussion will serve as initial parameters for design.

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- c. The design team will meet with facilities engineering and proposed facility staff to determine and understand what services the facility is able to duplicate and / or flex into additional existing spaces in the event critical care areas become unavailable due to non-structural damage.
- d. The design team will meet with facilities engineering to understand emergency systems protocols and to discuss existing critical utility routes.
- e. The design team will coordinate with consultants that are expected to be carried by Owner (i.e., Utility tracing contractor, above ceiling scanning contractor, etc.)
- f. Design assumes *NO* relocation of existing equipment or newly installed equipment.
- g. The design team will meet with Agencies (HCAi) to discuss requirements and approach for full approval.
- h. Upon meeting with City Jurisdiction(s), SmithGroup will implement design scope into the final set.
- i. Once design documents are submitted to AHJs, the design team will provide responses to comments by each jurisdiction.

ASSUMPTIONS AND EXCLUSIONS

- NPC-5 Efforts will be submitted in a different proposal; Need Tulare's advice on approach
- An add service will be submitted a later time to complete NPC-5 design
- Fee does NOT include Contract Administration (CA) services.
- Proposal does NOT include permit fees, plan check fees, or review expediting fees
- The design team assumes that Owner has available As-Builts for the facility; If the design team has to request record drawings from HCAi, acquisition fees are assumed to be paid by the Owner.
- The Owner is responsible for Geotech services.
- The Owner is responsible for civil topographic survey (By GC).
- The Owner is responsible for GPR, trenching and/or potholing as needed (By GC).
- The Owner is responsible for soil testing, as needed (By GC).
- The Owner is responsible for site utility tracing as needed (By GC).
- The Owner is responsible for underground utility investigation (By GC).
- The Owner is responsible for all site investigations.
- The Owner is responsible for above ceiling scanning, and above ceiling and in-wall investigations.
- The Owner is responsible for abatement of any type of hazardous materials (
- Owner to provide current hazardous materials report.
- Fee does NOT include development of construction logistic plans (to be provided during CA phase).
- Owners confirms that they are aware that HCAi requires 20% of construction cost to be applied to ADA upgrades triggered by structural upgrades.
- NPC-4 / NPC 4D Design assumes no relocation of existing equipment or newly installed equipment.

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PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

Facilities engineering and area user will collaborate with the design team for the various area Services listed above. Please refer to the above assumptions and exclusion section for additional expected Owner responsibilities.

SCHEDULE

To team estimates the development of construction documents to take (16) Weeks.

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project, **JAMA Structural Engineers**, and the costs will be borne by SmithGroup and are included in SmithGroup projected fee.

COMPENSATION

Tulare Local Healthcare District - Shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of **\$651,924 (Six Hundred Fifty-One Thousand Nine Hundred Twenty-Four Dollars)**, subdivided as follows by task:

• NPC 4 / NPC 4D Construction Documents- SmithGroup	\$197,924
• <u>NPC 4 / NPC 4D Construction Documents- JAMA</u>	<u>\$ 454,000</u>
	Total Services \$ 651,924

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Building	Current NPC Rating	Target NPC Rating	Structural Fee
Original Structure & Additions (BLD-00564)	2	NPC 4D Level 2	\$194,000
Sixth Add – 1.8 (BLD-00571)	2	NPC 4D Level 2	\$94,000
Second Addition (BLD-03518)	2	NPC 4D Level 2	\$42,000
Generator Yard (BLD-05868)	2	NPC 4	\$84,000
Bulk Medical Gas and Water Tank Yard (BLD-05870)	2	NPC 4	\$40,000
			Sub-Total = \$454,000

Building	Current NPC Rating	Target NPC Rating	Structural Fee
Original Structure & Additions (BLD-00564)	2	NPC 4D Level 2	\$55,000
Sixth Add – 1.8 (BLD-00571)	2	NPC 4D Level 2	\$51,000
Second Addition (BLD-03518)	2	NPC 4D Level 2	\$45,000
Generator Yard (BLD-05868)	2	NPC 4	\$23,462
Bulk Medical Gas and Water Tank Yard (BLD-05870)	2	NPC 4	\$23,462
			Sub-Total = \$197,924

REIMBURSABLE EXPENSES

Compensation includes (1) site visits.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Tulare Local Healthcare District - Approval of an estimated fee for that effort or, if not agreed otherwise, Tulare Local Healthcare District - shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

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PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

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In rendering its Services, SmithGroup may create and provide to Tulare Local Healthcare District - documents which include (i) Tulare Local Healthcare District - internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of Tulare Local Healthcare District - as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). Tulare Local Healthcare District - shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. Tulare Local Healthcare District - agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). Tulare Local Healthcare District - acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify Tulare Local Healthcare District - Tulare Hospital and Tulare Local Healthcare District - hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to Tulare Local Healthcare District - SmithGroup grants Tulare Local Healthcare District - a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with Tulare Local Healthcare District - internal use of the documents and for no other purpose. Tulare Local Healthcare District - acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to Tulare Local Healthcare District - by SmithGroup in connection with this Agreement is for the sole internal use of Tulare Local Healthcare District - Tulare Hospital, including all subsidiaries of Tulare Local Healthcare District - and may not be used or relied upon by any third party; provided that Tulare Local Healthcare District - may incorporate into documents that Tulare Local Healthcare District - intends to disclose externally SmithGroup summaries, calculations or tables based on Tulare Local Healthcare District - information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to Tulare Local Healthcare District - hereunder.

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Under no circumstances shall transfer of Files to Tulare Local Healthcare District - be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, TULARE LOCAL HEALTHCARE DISTRICT - TULARE HOSPITAL AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Tulare Local Healthcare District - acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

SMITHGROUP

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Tulare Local Healthcare District - acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroup (*Signature*)

Daniel Cusick
(Daniel Cusick, Principal Studio Leader)

Date

Randy Dodd (*Signature*)

(Tulare Local Health District CEO)

Date

Attachment 'A'



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is made and effective as of **December 3**, 2024 (the “Effective Date”), by and between the Tulare Local Healthcare District, a local healthcare district organized under the California Health and Safety Code (“District”), and SmithGroup, Inc., Ltd, a Michigan corporation d/b/a “SmithGroup Architects and Engineers” (“Vendor”), each referred to as a “Party”, and collectively as the “Parties.”

RECITALS

WHEREAS, District is engaged in, among other things, the business of owning certain real property, and providing certain services, related to the provision of healthcare services within portions of the County of Tulare;

WHEREAS, District desires to obtain specific services (described hereinbelow) on a non-exclusive basis regarding the business operations of District from an independent contractor skilled in performing such services; and

WHEREAS, Vendor represents and warrants that it is skilled in performing such services (such services being those performed by Vendor in Vendor’s usual line of business).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Vendor agree as follows:

AGREEMENT

1. Services.

1.1 **Statement of Work.** Vendor shall perform the services (collectively, the “Services”) specified in each Statement of Work (“SOW”), attached hereto and incorporated herein as **Exhibit A**, in accordance with the terms and conditions of this Agreement. Any terms and/or conditions in Vendor’s quotation forms, sales forms, memoranda of understanding, statements of intent, proposals, terms and conditions, terms of service, acknowledgements, invoices, click-through agreements, or communications (collectively, the “Ancillary Documents”) that are inconsistent with the provisions of this Agreement are of no force or effect, and to the extent such provisions in said Ancillary Documents are inconsistent with this Agreement, this Agreement controls. To the extent the SOW contains term and conditions produced or provided by John A. Martin & Associates, Inc., a California corporation (“Subcontractor”), such terms and conditions are inapplicable as to this Agreement or District, and shall instead apply to Vendor’s contractual relationship with Subcontractor.

1.2 **No Commitment; Non-Exclusivity.** Vendor hereby acknowledges and agrees that: (a) this Agreement does not confer any exclusive rights upon Vendor; (b) District



may procure any goods or services, including the Services, from any third party without giving notice to or obtaining the consent of Vendor; and (c) except as expressly set forth in the applicable SOW, nothing in this Agreement constitutes a guarantee by District of any minimum amount of payments, income, revenue or other economic benefit in any form whatsoever.

1.3 No Authority. In performing Vendor’s obligations and exercising Vendor’s rights under this Agreement, Vendor shall act as a contractor independent of District, and not as an employee, partner, joint venturer or agent of District. Nothing in this Agreement creates an employer-employee or principal-agent relationship, or a partnership or joint venture, between the Parties. Vendor may not make any representation, promise or agreement on behalf of District, or otherwise bind or commit District to any agreement or contract.

2. Payment

2.1 Fees. The fees payable for Vendor’s performance of the Services (the “Fees”) will be as set forth in the applicable SOW; *provided, however*, that the Fees shall in no event exceed \$159,800.00 without written authorization by District.

DC
Vendor’s
Initials

2.2 Expenses. Vendor hereby acknowledges and agrees that Vendor is solely responsible for the payment of all ordinary and necessary expenses associated with Vendor’s performance of the Services, and Vendor may not seek reimbursement from District for such ordinary and necessary expenses. Notwithstanding the immediately preceding sentence, District shall reimburse Vendor for extraordinary out-of-pocket expenses submitted to District in writing that are pre-approved by District in writing.

2.3 Invoices. Vendor shall invoice the Fees to District in accordance with the terms and conditions of the applicable SOW. Vendor hereby acknowledges and agrees that it will not receive, and hereby irrevocably waives the right to demand, any fees of any nature whatsoever, except for the Fees and any expenses to which it may be entitled pursuant to Section 2.2 of this Agreement.

2.4 Payment. Subject to Vendor’s compliance with the terms and conditions of this Agreement, each correct invoice delivered by Vendor to District pursuant to Section 2.3 of this Agreement will be payable within (30) days following the date of District’s receipt of such invoice. District’s payment of an invoice will not constitute a waiver of any of District’s rights at law, in equity, under contract (including, without limitation, this Agreement) or otherwise (all of which District hereby expressly reserves). All amounts payable by District to Vendor are subject to all claims and defenses of District, and District may setoff and deduct against any such amounts, all present and future indebtedness of Vendor to District.



3. Equipment.

3.1 Vendor's Equipment. Vendor shall use and pay for Vendor's own materials, tools, equipment, and administrative support services necessary for Vendor to perform the Services. Vendor shall, to the extent practicable, keep Vendor's tools, equipment, materials, drawings and the like separate from the property of District. Vendor may not remove any property of District without District's prior written consent, in its sole discretion. Vendor is solely responsible for the safekeeping of Vendor's property stored or used in conjunction with providing the Services, and Vendor hereby waives any claim against District for damages, of any kind or nature, arising from the theft of or damage to said property, wherever stored.

3.2 District's Equipment. Notwithstanding Section 3.1, any and all materials, tools or equipment furnished to Vendor by District in connection with this Agreement are bailed to Vendor for Vendor's benefit, and title thereto shall at all times remain in the name of District. Vendor shall pay for all such materials, tools and equipment spoiled or damaged by it or not otherwise satisfactorily accounted for by Vendor.

4. Term. The term of this Agreement ("Term") will commence on the Effective Date and, unless terminated sooner by either Party in accordance with the terms and conditions of this Agreement, will expire upon the date the Services set forth on any SOW, as may be extended from time to time or supplemented by a new SOW for the same Services, are completed to District's sole satisfaction.

5. Termination.

5.1 Termination for Curable Breaches. In the event that a Party defaults on any of its obligations or breaches any of its representations, warranties or covenants in this Agreement and such default or breach is not cured within fifteen (15) days following receipt of written notice of such breach from the non-breaching Party, then the non-breaching Party may terminate this Agreement and/or any or all SOWs upon written notice to the breaching Party.

5.2 Termination for Incurable Breaches. In addition to District's rights pursuant to Section 5.1 of this Agreement, in the event that Vendor defaults on any of Vendor's obligations or breaches any of Vendor's representations, warranties or covenants contained in this Agreement, including, without limitation, as set forth in Sections 3, 6 and/or 8, then District may, without Vendor having the opportunity to cure, immediately terminate this Agreement and/or any or all SOWs upon written notice to Vendor.

5.3 Termination for Convenience. In addition to District's rights under Sections 5.1 and 5.2 of this Agreement, District may, in District's unilateral and absolute discretion, with or without cause, or solely for the convenience of District, terminate this Agreement and/or any or all SOWs for any or no reason upon fifteen (15) days' prior written notice to Vendor.



6. Confidentiality.

6.1 Confidential Information Defined. “Confidential Information” means the terms and conditions of this Agreement and any and all data, as well as any financial, technical and non-technical, business and other information, stored or conveyed in any format or upon any medium, disclosed, delivered or otherwise made available, directly or indirectly, by District to Vendor, including, without limitation, business plans, analyses, forecasts, predictions, projections, intellectual property, trade secrets, contracts, proposals, documents, mechanical and electronic design drawings, specifications, software, technical or engineering data, test procedures, schematics, writings, materials, methods, operations, procedures, know-how, financial information, financial statements, summaries, reports, communications and other business data and other information or data, whether oral or written, acquired, devised or developed in any manner from District’s personnel or files, or as a direct or indirect result of District’s actions or performance under this Agreement; *provided, however*, Confidential Information does not include information: (a) that becomes generally available to the public through no wrongful act of Vendor; (b) already lawfully in the possession of Vendor and not subject to an existing agreement of confidentiality between the Parties; (c) received from a third party without restriction and without breach of this Agreement; (d) independently developed by Vendor without reference to the Confidential Information of District; or (e) released to the extent necessary to comply with the binding order of a government agency or a court so long as prior to any such release Vendor (i) provides District with as much information and notice permitted under the circumstances, so that District may seek a protective order or other appropriate remedy and (ii) used commercially reasonable efforts to limit the disclosure of such Confidential Information. Notwithstanding any provision herein contained, the lack of identifying information indicating the confidential or proprietary nature of disclosed information shall in no circumstances be construed as meaning that the disclosed information is not considered confidential or proprietary by District.

NOTWITHSTANDING ANYTHING IN THIS ARTICLE 6 TO THE CONTRARY, VENDOR ACKNOWLEDGES THAT DISTRICT IS A PUBLIC AGENCY AND, AS SUCH, IS REQUIRED UNDER CALIFORNIA LAW TO DISCLOSE THIS AGREEMENT (INCLUDING ANY SOW PROVIDED BY VENDOR) TO THE PUBLIC.

6.2 Confidentiality Obligations. Vendor hereby covenants that it will not, either during or after the Term, except as directed or authorized by District in writing: (a) disclose any Confidential Information of District to any third party (other than its respective directors, officers, members, managers, employees, auditors, consultants, financial advisors, lenders, attorneys and existing and potential third party financial investors, in each case in their capacity as such and on a need-to-know basis, and in the case of third-parties, subject to a confidentiality agreement between the relevant Party and such third party); or (b) use any Confidential Information of District for its benefit or the benefit of any third party.

6.3 Return of Records. Upon the expiration or sooner termination of this Agreement, Vendor shall: (a) deliver to District within a reasonable period of time (and in no event more than sixty (60) days following the expiration or sooner termination of this



Agreement) all Confidential Information provided by District that is in the possession, custody or control of Vendor; and (b) cause an officer of Vendor to certify in writing to District that Vendor has complied with its obligations pursuant to this Section 6.3. Promptly following District's request (and in no event more than sixty (60) days following the expiration or sooner termination of this Agreement), Vendor shall, at its election, either destroy or return all of the Confidential Information of District that is in the possession, custody, or control of Vendor.

6.4 Security and Access. In addition to and without limitation to the preceding provisions of this Article 6, at all times during the Term, Vendor shall: (a) secure and otherwise protect the Confidential Information from and against any unauthorized access; (b) secure, protect, transmit, dispose of and otherwise use the Confidential Information and perform the Services in accordance with District's then-current information technology standards, rules and policies; and (c) secure, protect, transmit, dispose of and otherwise use the Confidential Information in accordance with all applicable Laws (defined below). For the avoidance of doubt, Vendor's compliance with the terms and conditions of this Section 6.4 will not relieve Vendor of any of its obligations under any provision of this Agreement (including, without limitation, Vendor's obligations pursuant to Section 11 of this Agreement).

6.5 Security Breaches. In the event that any third party gains access to any Confidential Information in the possession, custody, or control of Vendor without the consent of District (each, a "Security Breach"), then Vendor shall notify District of such Security Breach within twenty-four (24) hours following the occurrence of such Security Breach. Promptly following a Security Breach, Vendor shall: (a) conduct an audit to determine the cause of the Security Breach; (b) provide District with a written report describing in reasonable detail the cause of the Security Breach; and (c) take all actions necessary to prevent future Security Breaches and describe such actions to District in writing. For the avoidance of doubt, Vendor's compliance with the terms and conditions of this Section 6.5 will not relieve Vendor of any of its obligations under any provision of this Agreement (including, without limitation, Vendor's obligations pursuant to Section 11 of this Agreement).

7. Subcontracting. Vendor may not transfer or assign any of Vendor's rights and/or obligations under this Agreement, in whole or in part, nor may Vendor subcontract to any third party any part or all of the performance of the Services hereunder, without District's prior written consent. Notwithstanding to foregoing, Vendor is responsible and liable for any subcontractor's acts or omissions (including, without limitation, the performance of Services hereunder and compliance with the terms and conditions of this Agreement on the same basis as if such act or omission had been the act or omission of Vendor). District and Vendor hereby acknowledge that certain of the Services will be provided by Subcontractor, and that Vendor shall be responsible for management and oversight of Subcontractor as required to render the Services.

8. Representations, Warranties and Covenants.

8.1 Mutual Representations and Warranties. Each Party hereby represents, warrants and covenants each of the following: (a) it is duly organized and validly existing under the laws of its state of organization (if applicable); (b) it has, and at all times during the Term



will maintain, full right, power and authority to execute this Agreement and to perform its obligations pursuant to this Agreement; (c) to its knowledge, this Agreement constitutes a valid, legal and binding obligation, enforceable in accordance with the terms hereof; (d) as of the Effective Date, there are no actions, suits or proceedings pending before any court or administrative body or arbitral tribunal that are reasonably likely to adversely affect its ability to meet and carry out its obligations under this Agreement; (e) the execution and delivery of this Agreement has been duly authorized by all requisite corporate action, and does not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or its property may be bound; and (f) neither its execution of this Agreement nor its performance of its obligations under this Agreement constitutes a breach of any agreement to which it is a party or otherwise violate the rights of any third party.

8.2 Vendor's Additional Representations and Warranties. In addition to its other representations, warranties and covenants in this Agreement, Vendor hereby represents, warrants and covenants each of the following: (a) Vendor shall perform its obligations and any and all services contemplated by this Agreement in accordance with each of (i) all applicable laws, statutes, regulations, rules, or orders, whether promulgated, enacted or enforced by any local, municipal, state or federal authority (collectively, the "Laws"), including, without limitation, as such Laws apply to the prevailing wage requirements of any work provided to District under the terms of this Agreement including, without limitation, as such requirements pertain to rate of pay, application of prevailing wage requirements to contractors and subcontractors, apprenticeship programs, work period limitations, and overtime requirements (see Labor Code §1771 *et seq.*, including §1776(a), §1776(b)(3), §1776(d), and §1776(g); Labor Code §§1813 and 1815), and (ii) the terms and conditions of this Agreement; (b) Vendor holds the proper certification(s) and/or license(s) as required by the Laws to, in all respects, lawfully perform the Services; (c) Vendor shall perform its obligations and any and all services contemplated by this Agreement in a good, workmanlike, first-class, professional and ethical manner consistent with industry standards; (d) materials and goods used or furnished by Vendor will be new, of first-class quality, merchantable, conform to District's written specifications (including, without limitation, the specifications set forth in a SOW) and free from any security interest or other claim, lien or encumbrance of any kind whatsoever and District's use thereof will not violate any law; and (e) Vendor has read this Agreement in its entirety, it has given its independent counsel the opportunity to review this Agreement or decline such review and it understands fully each and every one of the terms and conditions set forth in this Agreement.

9. Insurance. Vendor warrants and acknowledges, and District agrees, that Vendor is only required to and shall carry insurance in the designated amounts and for the designated categories as set forth on Exhibit B, attached hereto and incorporated herein, but **ONLY** insofar as each or any of subsections (a) through (f) of Exhibit B are marked "REQUIRED" and initialed by District and Vendor. Notwithstanding any provision in this Section 9 to the contrary, in the event any category set forth on Exhibit B is not initialed by both Parties and/or is not marked "REQUIRED", Vendor shall be required to, and covenants and agrees to, carry such insurance policies as are commercially reasonable for a similarly situated vendor providing services generally equivalent to the Services. **ONLY SUBSECTIONS ON EXHIBIT B MARKED "NOT REQUIRED" AND INITIALED BY BOTH DISTRICT AND VENDOR SHALL PROVIDE**

CONCLUSIVE EVIDENCE OF THE ABSENCE OF VENDOR'S SPECIFIC OR GENERAL INSURANCE OBLIGATIONS FOR A PARTICULAR CATEGORY OF INSURANCE.

9.1 Policy Types and Coverage. Vendor covenants and agrees that it shall, at all times during the Term and at Vendor's sole cost and expense, maintain the insurance policies marked accordingly on Exhibit B.

9.2 Other Policy Terms. Each insurance policy described in Exhibit B hereof must: (a) be in a form acceptable to District, in District's sole and absolute discretion; (b) provide that the proceeds of the insurance policy are payable to District; (c) be maintained with an insurer with an A.M. Best Company, Inc. rating of at least A-, Financial Class Size VII; (d) provide it cannot be cancelled or modified without thirty (30) days' advance written notice to District; (e) be primary and noncontributory to any insurance maintained by District; (f) contain a waiver of subrogation against District; and (g) have an extended reporting period or "tail" of not less than two (2) years following the expiration or sooner termination of this Agreement if such insurance policy is a "claims-made" insurance policy.

9.3 Certificates; No Waiver. Immediately upon District's request, Vendor shall deliver to District original certificates of insurance evidencing the insurance policies required by Sections 9.1 and 9.2 of this Agreement. For the avoidance of doubt, this Section 9 does not waive, modify, or otherwise alter Vendor's obligations pursuant to any other provision of this Agreement (including, without limitation, Section 11 of this Agreement).

10. Limitation of Liability.

10.1 No Obligation. Following the expiration or sooner termination of this Agreement for any reason or no reason at all, District will have no obligation, beyond payment for work previously performed in accordance with this Agreement, to Vendor whatsoever.

10.2 Limitation. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS OR OTHER ECONOMIC OPPORTUNITIES, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO EXCEPT AS SET FORTH IN THIS AGREEMENT, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES' SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT), WHETHER FORESEEABLE OR NOT, CLAIMS UNDER TERMINATION, PROTECTION, NON-RENEWAL OR SIMILAR LAWS, FOR ANY CAUSE WHATSOEVER; *PROVIDED, HOWEVER, THIS SECTION 10.2 HAS NO FORCE OR EFFECT WITH RESPECT TO ANY CLAIM FOR INDEMNIFICATION PURSUANT TO SECTION 11 OF THIS AGREEMENT OR WITH RESPECT TO ANY BREACH OF SECTION 6 OF THIS AGREEMENT. IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS BY*



DISTRICT BE BINDING AS COMMITMENTS, COVENANTS, WARRANTIES OR ENFORCEABLE PROMISES BY DISTRICT.

DC

Vendor's
Initials

11. Indemnification.

11.1 Indemnification by District. District shall indemnify, defend and hold Vendor and its officers, directors, employees, agents and shareholders, and its assigns, heirs, successors and legal representatives harmless from and against, any and all Claims (as that term is defined below in this Section 11.1) incurred in connection with, arising out of or relating to: (a) District's gross negligence or willful misconduct in performing its obligations pursuant to this Agreement; or (b) the breach of any of District's representations, warranties, covenants and/or other obligations pursuant to this Agreement. "Claims" means, collectively, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines, and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees, and all monies paid in the investigation, defense, or settlement of any or all of the foregoing) incurred in connection with, arising out of or relating to any claim, demand, lawsuit, or action brought by a third party.

11.2 Indemnification by Vendor. Vendor shall indemnify, defend and hold District and its officers, directors, employees, agents and shareholders, and its assigns, heirs, successors and legal representatives harmless from and against, any and all Claims that arise out of: (a) Vendor's negligence or willful misconduct; (b) the breach of any of Vendor's representations, warranties, covenants and/or other obligations pursuant to this Agreement; (c) the failure of Vendor to comply with any of the Laws; (d) any claim brought by Vendor's employees or any federal, state or municipal agency or entity related to compensation and/or damages arising out of the expiration or sooner termination of this Agreement; and/or (e) any Claim alleging that the performance of the Services by Vendor and/or District's use of the Services violates or in any way infringes upon any third party's rights.

11.3 Indemnification Procedures.

11.3.1 Promptly after becoming aware of any Claim, the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall have the right to select counsel of the Indemnifying Party's choice, direct the litigation and negotiate a settlement; *provided, however*, any settlement will be subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld, conditioned and/or delayed.

11.3.2 In the event that the Indemnifying Party: (a) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within ten (10) days following receipt of a notice of a Claim (if such failure to notify materially prejudices the Indemnifying Party's rights or has a material, adverse impact on such Party's obligations



hereunder); or (b) fails to proceed in good faith with the resolution of the Claim, then (i) the Indemnified Party may, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, defend or settle the Claim without the prior written consent of the Indemnifying Party and (ii) the Indemnifying Party shall reimburse the Indemnified Party on demand for all damages incurred by the Indemnified Party in defending or settling such Claim.

12. Records. During the Term and for a period of three (3) years thereafter, Vendor shall keep and maintain at Vendor's principal place of business complete and accurate books and records of Vendor's performance or failure to perform under this Agreement and any payments, charges or other amounts of any nature whatsoever paid or to be paid to either Party pursuant to this Agreement (collectively, the "Records"). During the Term and for a period of three (3) years thereafter, District, District's employees and/or District's representatives may, at any time and from time to time and in District's sole and absolute discretion, upon five (5) business days' prior written notice to Vendor, conduct an audit and/or inspection of the Records (each, an "Audit"). In connection with each Audit, District, District's employees and/or District's representatives may make copies of the Records or, at District's election, require that Vendor make copies of the Records and mail them to District. District may conduct an Audit, regardless of the existence of any claim, dispute, controversy, mediation, arbitration, litigation, or negotiation between or otherwise involving the Parties. Upon District's request, Vendor shall cause its chief executive officer or chief financial officer to certify in writing to District that the Records made available or otherwise furnished to District are true, accurate and complete. Neither District's making payments to Vendor nor District's receipt of any payments from Vendor will preclude District from conducting an Audit and/or questioning the accuracy of any such payment. In the event that an Audit reveals that Vendor has overcharged or underpaid District, then, within thirty (30) days of receipt of notice from District of such underpayment or overpayment, Vendor shall pay to District an amount equal to the sum of: (a) the amount of any such underpayment or overpayment, together with a monthly interest rate of one percent (1%) thereon or the highest interest rate allowed by law, whichever is less, computed beginning on the date of underpayment or overpayment; *plus* (b) the sum of all costs and expenses incurred by District in connection with the Audit (including, without limitation, reasonable attorney and accountant fees).

13. Miscellaneous.

13.1 Headings and Interpretation. Headings of sections of this Agreement are included for convenience only and may not be used to define, limit, extend or interpret the terms of this Agreement. Each capitalized term applies equally to both the singular and plural forms thereof. The Parties hereby acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits to this Agreement. No course of dealing, course of performance or usage of trade may be considered in the interpretation or enforcement of this Agreement. The Parties waive any right they may have to introduce evidence of any such course of dealing, course of performance or usage of trade.



13.2 Waiver. The failure of either Party to require performance of any provision herein will not operate as a waiver of the right to request performance of the same or like provisions, or any other provisions hereof, at a later time.

13.3 Remedies Cumulative. The rights and remedies herein provided in case of default or breach by Vendor of this Agreement are cumulative and will not affect in any manner any other remedies that District may have by reason of such default or breach by Vendor. The exercise by District of any right or remedy herein provided shall be without prejudice to District's right to exercise any other right or remedy provided at law, in equity, under contract (including, without limitation, this Agreement) or otherwise (all of which District hereby expressly reserves).

13.4 Choice of Law and Exclusive Jurisdiction. The relationship between the Parties and their present and future affiliates (including, without limitation, all disputes, controversies, or claims, whether arising in contract, tort, under statute or otherwise) is governed by and must be construed in accordance with the laws of the State of California, applicable to contracts to be made and performed entirely within the State of California by residents of the State of California, without giving any effect to its conflict of law provisions. Any and all disputes, controversies and/or claims arising out of, or in connection with, the interpretation, performance, or the nonperformance of this Agreement or any and all disputes, controversies and/or claims arising out of, or in connection with, transactions in any way related to this Agreement (whether arising in contract, tort, under statute or otherwise) and/or the relationship between the Parties will be litigated solely and exclusively before the Tulare County Superior Court. The Parties and their present and future affiliates consent to the *in personam* jurisdiction of the Tulare County Superior Court.

13.5 Injunctive Relief. Vendor hereby acknowledges and agrees that the breach of any of Vendor's obligations under Section 6 will result in irreparable harm and injury to District, for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, in the event of any actual or threatened breach of Vendor's obligations under Section 6, District will be entitled to obtain immediate injunctive relief as well as all other equitable relief allowed by law. The foregoing remedy of injunctive relief is agreed to without prejudice to District to exercise any other rights and remedies it may have at law, in equity, under contract (including, without limitation, this Agreement) or otherwise (all of which District hereby expressly reserves).

13.6 Severability. Each provision of this Agreement is separable and divisible from every other provision and the enforceability of any one provision does not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, then such provision must be construed by limiting, reforming and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the Parties; the remaining terms and conditions of this Agreement will not be affected by such alteration, and shall remain in full force and effect.



13.7 Force Majeure. Neither Party shall be held responsible for failure to perform its obligations under this Agreement if and only to the extent such Party’s failure to perform is the result of fire, flood, or any other similar cause beyond the control of such Party (each, a “Force Majeure Event”). In the event that a Party is unable to perform its obligations under this Agreement as the result of a Force Majeure Event, then such Party shall: (a) immediately notify the other Party in writing of the existence, nature and expected duration of the Force Majeure Event and the measures such Party shall take to overcome the effects of the Force Majeure Event and resume full performance of its obligations hereunder as soon as possible; and (b) use commercially reasonable efforts to, at its sole cost and expense, overcome the effects of the Force Majeure Event and resume full performance of its obligations hereunder as soon as possible.

13.8 Notices. All notices or requests that are required or permitted to be given pursuant to this Agreement shall be given in writing and shall be sent by facsimile transmission, or by first-class certified mail, postage prepaid, or by nationally-recognized courier service, charges prepaid, to the Party to be notified, addressed to such Party at the address(es) set forth below, or sent by facsimile to the fax number(s) set forth below, or such other address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 13.8) to the other Party. The sending of such notice with confirmation of receipt of the complete transmission (in the case of facsimile transmission) or receipt of such notice (in the case of delivery by first-class certified mail or by nationally recognized courier service) shall constitute the giving thereof.

If to be given to Vendor:

SmithGroup, Inc.
Attn: Alex Pena Gonzalez
550 South Hope Street
Los Angeles, CA 90071
Email: alex.pena@smithgroup.com

If to be given to District:

Tulare Local Healthcare District
Attn: Randy Dodd, CEO
P.O. Box 1136
Tulare, CA 93275
Email: rdodd@tulareregional.org

13.9 Successor Interests and Assignment. This Agreement is binding upon the heirs, legal representatives, successors and assigns of District and Vendor. Vendor may not assign this Agreement, by operation of law, change of control transaction or otherwise, without District’s prior written consent. District may assign this Agreement without the consent of or notice to Vendor. Any assignment by Vendor in breach of this Section 13.9 will be voidable by District, in District’s sole and absolute discretion.

13.10 Survival. Each provision of this Agreement that logically would be expected to survive termination or expiration of this Agreement (including, without limitation, Articles 6, 8, 10, 11, 12 and 13 of this Agreement) will survive such termination or expiration.

13.11 Entire Agreement. This Agreement (including, without limitation, each exhibit hereto and each SOW) sets forth the entire, final, and complete understanding between



the Parties relevant to the subject matter of this Agreement, and supersedes and replaces all previous understandings or agreements, written, oral or implied, relevant to the subject matter of this Agreement made or existing before the Effective Date. Each exhibit to this Agreement and each SOW is hereby incorporated into this Agreement by reference in their entirety. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement will be effective unless in writing and signed by both Parties. This Agreement may be executed by facsimile or electronic acceptance (in the manner specified by District) in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.12 Authority/Capacity. Each individual executing this Agreement on behalf of either Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party. Each individual further represents and warrants to the other that (a) it has the requisite legal capacity and authority to enter into and fully perform each and all of its obligations under this Agreement, and (b) this Agreement does not in any way violate any covenant, contract, agreement, instrument or understanding by which such Party is bound.

13.13 Further Assurances. Whenever requested to do so by the other Party, each Party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete the Project. Each Party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Agreement.

13.14 Time. The Parties agree that time is of the essence in all aspects of this Agreement.

13.15 Incorporation of Recitals and Exhibits. All exhibits attached hereto and referred to herein and the Recitals are incorporated in this Agreement as though fully set forth herein.

13.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or other electronic signature shall be deemed as valid and enforceable as an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

DISTRICT:

Tulare Local Healthcare District, a
California healthcare district

VENDOR:

SmithGroup, Inc., Ltd, a Michigan
corporation d/b/a "SmithGroup Architects
and Engineers"

By: Randy Dodd

Name: Randy Dodd

Title: Chief Executive Officer

By: 

Name: Daniel Cusick

Title: Senior Principal



EXHIBIT A

STATEMENT OF WORK

4,000,000.00

Refer to Vendor's "Scope Letter – AH SB 1953 Compliance Program (Tulare Regional Medical Center)" dated October 28, 2024, which immediately follows this page, as may be amended or supplemented in the future by additional proposals regarding the Services.

SMITHGROUP

Oct 28, 2024

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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:

Additional Site at Central California Network (1)

- AH Tulare Regional Medical Center- NPC-4D-Level Seismic Evaluation in coordination with JAMA Structural Engineers; NPC-5 Seismic Evaluation.

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.

Services Included – Two Categories:

1. **NPC-4D Evaluation** for (AH Tulare) – Evaluations must be submitted to HCAI in 2025. We understand this to include a Operational Plan (OP). See Assumption 5.
2. **NPC-5 Compliance Planning** – These additional campus (Tulare) in this study we will include conceptual site plan for NPC-5 Compliance (water, sewage, and generator fuel size(s) and location(s) of tanks only / for 72 hours. This service will define tank size and locations for initial submission to HCAI. The design team assumes this campus will not engage in heavy water rationing planning at this time. Assumptions for NPC-5 evaluation will include the planning for tanks. See Assumption 6.

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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 (Tulare) is anticipated in Q1 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. NPC-5 Compliance Planning – This effort will develop and submit size and locations only for NPC-5 72-hour capacity water, sewage, and generator fuel tanks to address the previous January 1, 2024, HCAI requirements for the campus. We anticipate updated NPC-5 compliance requirements for development and submission of water conservation measures etc., to be developed further as part of the January 1, 2026, Permit Submissions outside of this service.
6. 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.

7. 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 next steps.
8. 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.
9. 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 **One Hundred Fifty-Nine Thousand Eight Hundred Dollars (\$159,800)** allocated by the following network as follows:

Central California Network (Tulare , SPC 4D Support; NPC 4D & NPC-5)	\$ 85,000
JAMA Structural Engineers	\$ 74,800
Total Lump Sum	\$159,800

SMITHGROUP

Notes:

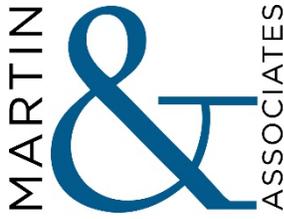
1. Travel Expenses are included in the Lump Sum amounts listed above based on one trip for this campus.
2. If it is necessary to request documents from HCAI, we anticipate our team will make this request and AH Tulare will cover the fees necessary / required for the requested documents.

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

Alex Pena, SR. Project Manager
Associate.



JOHN A. MARTIN
& ASSOCIATES, INC
STRUCTURAL ENGINEERS

Sent via Electronic Mail
Alex.Pena@smithgroup.com
October 28, 2024

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
869 N. Cherry Street, Tulare, CA 93274
Structural Engineering Services Proposal
JAMA Project No. 24109

Dear Mr. Pena Gonzalez:

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

PROJECT DESCRIPTION

JAMA will perform the NPC-4D Level 1 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 include:

BLD-00571 Sixth Add – 1.8 – Bldg 1.8 (SPC4, NPC 2)
BLD-06041 – Sixth Add – 1.8 – Lobby – Bldg 12 (SPC 4, NPC 2)

According to the Building Services on the OSHPD/HCAi website, the following services are included within these two buildings:

- Imaging Radiological Diagnostic Imaging
- Administrative
- General Storage
- ICU / CCU / PICU
- Pediatric Adolescent Nursing Unit
- Mechanical Space

According to the floor plans sent to our office on August 26, 2024, the following services are included within these two buildings:

- Cath Lab
- Sterile processing

- Central Sterile
- Lobby / Business office / Administration
- ICU

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, 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.

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.
 - 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).
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.

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 Seventy-Four Thousand Eight Hundred Dollars (\$74,800).

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: Randy Dodd
(Signature)

Name: Randy Dodd
(Please Print)

Title: CEO

Date: 12/17/2024
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

Type text here

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.



EXHIBIT B

INSURANCE

PLEASE NOTE: ONLY SUBSECTIONS ON THIS EXHIBIT B MARKED “**NOT REQUIRED**” **AND** INITIALED BY **BOTH** DISTRICT **AND** VENDOR SHALL PROVIDE CONCLUSIVE EVIDENCE OF THE **ABSENCE** OF VENDOR’S SPECIFIC OR GENERAL INSURANCE OBLIGATIONS FOR A PARTICULAR CATEGORY OF INSURANCE.

<p>(a) <i>General Liability</i></p> <p><input checked="" type="checkbox"/> REQUIRED <input type="checkbox"/> <u>NOT</u> REQUIRED</p> <p><u>RD</u> District’s Initials</p>	<p>Commercial general liability insurance covering bodily injury, property damage, personal and advertising injury liability and contractual liability, with limits of not less than <u>\$ 1,000,000.00</u> for any one (1) occurrence and <u>\$ 2,000,000.00</u> annual aggregate, naming District as an additional insured.</p> <p><u>DC</u> Vendor’s Initials</p>
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<p>(b) <i>Workers’ Comp.</i></p> <p><input checked="" type="checkbox"/> REQUIRED <input type="checkbox"/> <u>NOT</u> REQUIRED</p> <p><u>RD</u> District’s Initials</p>	<p>Workers’ compensation insurance, with limits of not less than the greater of (i) <u>\$ 1,000,000.00</u> and (ii) the minimum amount required by law.</p> <p><u>DC</u> Vendor’s Initials</p>
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<p>(c) <i>Auto Liability</i></p> <p><input checked="" type="checkbox"/> REQUIRED <input type="checkbox"/> <u>NOT</u> REQUIRED</p> <p><u>RD</u> District’s Initials</p>	<p>Business auto liability insurance covering the ownership, maintenance and use of all owned, hired and non-owned automobiles used in connection with this Agreement, with limits of not less than <u>\$ 1,000,000.00</u> combined single limit per accident for bodily injury and property damage liability, naming District as an additional insured.</p> <p><u>DC</u> Vendor’s Initials</p>
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<p>(d) <i>Umbrella/Excess</i></p> <p><input checked="" type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED</p> <p><u>RD</u> District's Initials</p>	<p>Umbrella/excess liability insurance with limits of not less than \$ <u>1,000,000.00</u> per occurrence and \$ <u>2,000,000.00</u> annual aggregate in excess of the commercial general liability and business auto liability insurance, naming District as an additional insured.</p> <p><u>DC</u> Vendor's Initials</p>
<p>(e) <i>"All Risk" Property</i></p> <p><input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED</p> <p><u>RD</u> District's Initials</p>	<p>"All Risk" property insurance covering not less than one hundred percent (100%) of the replacement value of Vendor's personal property.</p> <p><u>DC</u> Vendor's Initials</p>
<p>(f) <i>Prof. Liability</i></p> <p><input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED</p> <p><u>RD</u> District's Initials</p>	<p>Professional liability insurance covering acts, errors or omissions arising out of Services performed under this Agreement, with limits of not less than \$ <u> </u> per occurrence and \$ <u> </u> annual aggregate.</p> <p><u>DC</u> Vendor's Initials</p>