

December 11, 2021

Mr. Tyler Gilman – Project Manager
Adventist Health Systems
Tulare Regional Medical Center
869 Cherry Street
Tulare, CA 93274

Proposal for Professional Services

PRE-PROJECT

I am pleased to submit this proposal for Architectural and Engineering Services for the continuation of the “Existing Facility NPC 2 Project” for Tulare Regional Medical Center, Managed by Adventist Health.

The scope of work is located within the Basement, 1st and 2nd floors of the OSHPD 1 controlled area of the existing 2 story hospital, on the campus of Tulare Regional Medical Center, 869 Cherry Street, City of Tulare, State of California 93274.

This proposal will provide continuation on the NPC 2 project to completion including close – out. Also NPC 3 filing for exemption.

This Proposal is also intended to satisfy the requirements of the California Business and Professions Code Sections that a contract of this nature for the performance of Architectural Services be in writing.

1. Summary of Scope of Work:

We will continue the NPC scope is as outlined in the OSHPD approved NPC 2 drawings stamped by OSHPD dated April 20, 2016, and the Building Permit approved 12/6/2016 by Bruce Biggar – HCAI FDD Staff Compliance Officer.

The proposed scope that is remaining will entail the continuation of the NPC 2 and the Construction Administration Phase to completion with HCAI for the NPC 2 close out.

Possible Close - Out of the NPC 2 project including filing for NPC 3 Exemption. The facilities intent is to not provide OSHPD 1 care after January 1, 2030, at the existing facilities which have part of the NPC 2 upgrade.

We understand that this work is a priority and is to be completed in an expeditious manner.

A. Contract Construction Administration:

1. As needed, Meetings with OSHPD and facility staff members.
2. Coordinate with HCAI for close out
3. Provide updated Reconciliation Report with status for close out.
4. Assist in the filing for NPC 3 Exemption for HCAI.

architects

Kluger

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Basic Fee:

ARCHITECTURAL:

A. Construction Administration:
Billed hourly Estimated at: \$15,000.00

STRUCTURAL ENGINEERING:

B. Construction Administration: Kpff - Los Angeles
Billed hourly Estimated at: \$10,000.00

GRAND TOTAL: Architectural and Structural:..... \$25,000.00*

*Plus, reimbursable expenses per the attached '2021 Kluger Architects, Inc., terms and conditions'.

*Kluger Architects and the consultants hourly rate sheet are attached.

ASSUMPTIONS:

1. This proposal assumes only structural consultant – Kpff is needed for close out. The MEP and / or other consultants' scope is assumed completed by the sign off of the TIO and related VCRs are part of the approved NPC 2 upgrade documents. If added work is needed by others it will be billed at their posted hourly rate for the year the work has been performed.
2. The work / scope outlined and in conversation with Patrick Rodgers are discussed in April 2021 is still valid.
3. Adventist Health is acting in "good faith" and has authority from the facility – Tulare Regional Medical Center Board of Directors to enter into a contract of this type for the scope indicated.

Terms of Payment

- Retainer fee at time of proposal acceptance: **N/A**
- Billed monthly based on work completed and payments due 30 days from the date of the invoice.
- Architect may stop all work if invoices / payments are 60 – sixty days past the date of the invoice.

Services deemed as Reimbursable or not part of the basic

Contract, to be billed separately as an extra service or reimbursable expense.

2. Exclusions:

- Architectural renderings, models, or Exhibits for City Planning Approval Hearings.
- Plumbing Engineering.
- Mechanical Engineering.
- Construction Administration beyond this scope as outlined in this proposal.
- Interior Design services.
- ADA upgrades or any kind
- Structural, analysis, calculations, or assessment of the building other than for the lighting supports for this specific scope.
- Relocation of Utility services to the existing building.

- Relocation of Easements to the existing property.
- Structural upgrade of the existing building and / or its components.
- Civil Engineering.
- Landscape Design or Architecture.
- Infrastructure upgrades to the existing Structural, Mechanical, Electrical and Plumbing systems outside the area of the corridors.
- Electrical Load testing to be billed as a reimbursable, as needed.
- Telephone and computer/data wiring and equipment layout or diagrams and/or consultant(s), by Owner. Coordination included.
- Emergency Power analysis or changes.
- Medical Gases systems (Medical Air, Oxygen, Nitrogen, and Vacuum).
- Air Balance Testing to be billed as a reimbursable, as needed.
- Equipment List or installation.
- Licensing of the facility.
- Remediation or support of existing violations or non-compliant areas.
- As-Built drawings and preparation.
- Traffic and Parking Engineers.
- Any plan check, or permit/processing fees.
- Blueprint, delivery and plotting costs, traveling or mileage expense plus 10% mark-up.
- Construction Cost Estimating, by consultant or contractor.
- Dry Utility Consultant, if needed.
- Value Engineering or changes to plans upon value engineering.
- Revisions to plans due to changes in scope of work.
- Toxic studies or seismic reports or seismic upgrades to existing facilities, if needed.
- Asbestos research, reports or recommendations, by consultant, if needed.
- Fire Sprinkler drawings (provided by contractor as shop drawings, if needed)
- Security system drawings, by other consultant(s).
- Any other items not specifically included in the scope of services as listed within this proposal.

Summary

If the total duration of this scope exceeds 12 months, Kluger Architects and its consultants will be allowed to adjust our fees based upon our current hourly rates.

If the project is halted/paused or stopped for any reason longer than 3- Three months Kluger Architects and its consultants will be allowed to adjust fees based upon the current rates at the time the project re-commences.

Kluger Architects reserves the right to renegotiate any portion of this proposal based upon significant alterations to the scope of work described within. Consultants selected and indicated within this proposal may be altered with permission of the client. This proposal is based upon a cursory review of the existing conditions on visible in a limited area and may not represent the entire project as access was not available.

Limitation of Liability

To the maximum extent permitted by law, the client agrees to limit the liability of the design professional and his sub consultants for clients' damages so that the total aggregate liability of the design professional and his sub consultants shall not exceed the design professionals total fee for the services rendered on this project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Mediation

In an effort to resolve any conflicts during the design and construction of the project or following completion of the project, the client agrees that all disputes between them arising out of or relating to this agreement, or the project shall be the subject of nonbinding mediation unless the parties agree otherwise. The client and Kluger Architects, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements.

Terms

This proposal is based upon the 'Terms and Conditions' attached and is good for a period of 60 days. This proposal may be terminated by either party with 30 days written notice.

Agreement

Acceptance of this agreement shall be constituted by signatures of concerned parties below:



Charles Kluger, CSI, AIA Date
Kluger Architects, Inc.
TRMC
CA24283

Mr. Tyler Gilman Date
Adventist Health Managing Partner