

May 10,2021

Sandra Ormonde – CEO  
Tulare Regional Medical Center  
869 Cherry Street  
Tulare, CA 93274

**Proposal / Contract for Professional Services                      KA #: 20-104.02**

I am pleased to submit this proposal for Limited Architectural Construction Administration Services for the existing Tower 1 Expansion at Tulare Regional Medical Center.

The scope of work is located within the existing partially completed 4 story Tower 1 Expansion located on the main campus at:

**Tulare Regional Medical Center, 869 Cherry Street, City of Tulare, State of California 93274.**

Tulare Regional Medical Center wishes to provide compliance for and maintain “active”, the original OSHPD Construction Permit S-100747-54 for the Tower 1 Expansion. This contract expires December 31, 2021 at 11:59pm.

It is our understanding that the construction permit as noted above is still “active”.

The facility – TRMC and the IOR - Gary Sutherlin have stated that minimal construction activities have been on-going in order to legally preserve the OSHPD construction permit. The IOR will provide documentation to Kluger Architects and OSHPD supporting the on - going construction activities.

The facility – TRMC wishes to continue these minimal construction activities active. The term of this proposal is thru Midnight December 31, 2021 which is the expiration date for this contract.

Kluger Architects will perform basic Construction Administration - CA task as we deem necessary to assist in supporting the limited on -going construction activities. These duties are outlined per CBC section 7-141 “Administration of Construction”.

Other basic CA task such as site visits, answering RFI's, meetings and coordination with OSHPD representatives, interpretation of the contract documents and review of submittals or construction activities may also be performed, if needed.

No other engineers or consultants are part of this proposal or scope. Should they be needed Kluger Architects will add them to the project with prior permission/approval from TRMC by the CEO of TRMC or written authorized agent for TRMC.

If TRMC elects to delegate a person or persons as their agent for this project the name(s) of the person(s) must be given to Kluger Architects in writing to act of behalf of TRMC.

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.

architects

# Kluger

**Corporate Headquarters**

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Charles E. Kluger, AIA  
Principal



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## **Basic Limited Construction Administration Services:**

### **Basic Fee:**

#### **Construction Administration:**

Architecture ONLY:  
Billed Monthly as follows:

- A. Basic Monthly Fee.....\$1,800.00 per Month  
( 6 months 7-1-2021 thru 12-31-2021 X 1,800.00/mo. =  
\$10,800.00 )
  
- B. Individual task to be billed hourly as needed, estimated not  
to exceed \$10,000.00 total for the 6 month period from July  
1<sup>st</sup>, 2021 to December 31<sup>th</sup>, 2021.

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

\* Hourly Rates are based upon "Kluger Architects 2021 Hourly  
Rate Sheet", attached.

#### **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.

**Services deemed as Reimbursable or not part of the basic  
Contract**, to be billed separately as an extra service or reimbursable  
expense.

#### **1. Exclusions:**

- Any other Permit that has expired or may expire during the  
course of the on -going delays.
- Architectural Scope outside the scope indicated within this  
proposal
- Renderings, models, or Exhibits for City Planning Approval  
Hearings.
- Structural Engineering
- Plumbing Engineering.
- Mechanical Engineering.
- Fire Sprinkler Engineering
- Any other type of consultant or engineer, or engineering  
specialist.
- 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
- 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 building department 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.
- Security system drawings, by other consultant(s).
- Any other items not specifically included in the scope of services as listed within this proposal.

## **Summary**

Kluger Architects reserves the right to renegotiate any portion of this proposal based upon significant alterations to the scope of work described within.

This proposal is based upon limited CA scope in order to maintain the main OSHPD construction permit for Tower 1.

NOTE: There might be other permits that have expired due to the lengthy construction duration of this project.

## **Limitation of Liability**

Kluger Architects will not and cannot be responsible for permits that may already have expired or may expire during the course of this on-going lengthy construction period.

These permits may include but are not limited to: City of Tulare Planning, Tulare County permits, Air Quality control, Erosion and Drainage, Civil or site work, Helipad Authorization, Air Traffic Control Permission, Health Department, MOU's and others.

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 non-binding mediation unless the parties agree otherwise.

The client – TRMC 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 if accepted will followed under the standard AIA Contract for Construction Administration Services. This proposal may be terminated by either party with 60 – Sixty days written notice.

**Agreement**

This scope and contract will expire on 11:59PM local time, DECEMBER 31, 2021. At which time the facility – TRMC with written notice may elect to continue this agreement with amendments mutually acceptable to both parties, otherwise this agreement will automatically expire.

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



May 10, 2021

Charles Kluger, AIA  
Kluger Architects, Inc.  
CA24283

Date

Sandra Ormonde-CEO  
Tulare Local Healthcare District  
Tulare Regional Medical Center

Date



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## 2021 HOURLY RATES

<b>PRINCIPAL</b>	<b>\$ 285/hr</b>
<b>SENIOR DESIGNER</b>	<b>\$ 195/hr</b>
<b>SR. ASSOCIATE / PROJECT ARCHITECT</b>	<b>\$ 195/hr</b>
<b>ASSOCIATE/ PROJECT MANAGER / Senior CADD I/DESIGNER</b>	<b>\$ 175/hr</b>
<b>FIELD CADD I.I</b>	<b>\$ 115/hr</b>
<b>JOB CAPTAIN / CADD II / JR. DESIGNER</b>	<b>\$ 98/hr</b>
<b>CADD TECHNICIAN III</b>	<b>\$ 90/hr</b>
<b>FIELD ADMINISTRATOR</b>	<b>\$ 78/hr</b>
<b>IN-HOUSE CLERICAL / INTERN</b>	<b>\$ 68/hr</b>

**Note:**

Overtime or Rush Service shall be billed at 1.5 times hourly rate



## 2021 "TERMS & CONDITIONS"

### Invoicing:

1. Kluger Architects invoices monthly for fees and expenses based upon work completed. Invoices are due and payable when presented and will be considered delinquent if not paid within thirty (30) days from the invoice date. Disputes or questions regarding an invoice shall be brought to Kluger Architect's attention within ten (10) days. Interest at the rate of 12% per annum, in addition to reasonable collection expenses, shall be added to balances unpaid thirty (30) days after invoice date. Should any payment due the Architect remain due and unpaid for a period of 60 days, Architect may at its discretion, without notice, suspend all work required by Architect and its consultants under this Agreement. Architect shall not be held liable for any damages, claims or costs, including those arising from delay, which may result from any suspension.

### Additional Services:

2. If additional services are performed, such additional work will be invoiced at our current hourly rates prevailing at the time the work is performed, or as mutually agreed.

### Ownership of Documents:

3. Drawings, specifications and other documents are considered to be Instruments of Service and Kluger Architects shall retain all common law, statutory and other reserved intellectual property rights, including the copyright. In the event of any unauthorized use, reuse or modification to the Architect's Drawings, Specifications and other documents by any person, firm or legal entity, the Owner agrees to indemnify, defend and hold harmless Kluger Architects from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, including debts, arising out of any damage or loss to property or persons arising out of such unauthorized use, reuse or modification of the Architect's Drawings, Specifications and other documents, except where the Architect is found to be actively negligent or solely liable for such damages or losses by a court or forum of the competent jurisdiction.

### Termination:

4. Upon giving (7) days written notice, this agreement may be terminated at any time by the Client or the Architect. Failure to make payments when due under this Agreement shall constitute substantial nonperformance and cause for termination. The Architect shall be compensated for all work to date through the date of termination. If the termination by the Owner is for convenience and not for cause, the Architect shall receive termination expenses in the amount of 10% of the remaining base contract balance. In the event all or any portion of the work prepared or partially prepared by the Architect is suspended, abandoned, or terminated, client shall pay Architect for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project work is suspended for more than 30 days, and restarts, there will be additional charges to provide for expenses incurred in the interruption and resumption of the Architect's services.

**Reimbursable Expenses:**

5. Architect's fee for basic services does not include reimbursable expenses such as: blueprinting, reproduction, scanning original plans, plotting, photography, color photocopying, and travel expenses (mileage @ \$0.75 per mile). These expenses will be invoiced at cost plus ten percent (10%) on a monthly basis. Such expenses are subject to the payment terms of paragraph 1 above.

Plots:            18 X 24 = \$3.00    Scanning: Any size up to 30 X 42= \$ 5.00  
                          24 X 36 = \$5.00  
                          30 X 42 = \$10.00

**Transfer of Interest:**

6. The Client and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives, to the other party with respect to all covenants of this agreement. Neither the Client nor the Architect shall assign, sublet or transfer any interest in this agreement without the written consent of the other. Architects shall be compensated for all additional fees, expenses and legal costs incurred by the Architect in connection with any authorized transfer of interest.

**Codes:**

7. The Architect shall put forth reasonable efforts to comply with all known interpretations of codes, regulations, laws and government agency requirements in effect as of the date of the first jurisdictional plan check submittal. Services provided by the architect under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances during the same time frame.

**General Contractor Responsibility:**

8. Neither the professional activities of the Architect, nor the presence of the Architect and his employees and sub-consultants at a construction/project site, shall relieve the General Contractor of their obligations, duties and responsibilities including, not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and his personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Clients' agreement with the General Contractor.

**Mediation:**

9. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and the Consultant agree that prior to initiating any legal action, other than those required to preserve lien rights, all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation under the auspices of a recognized, third-party professional mediation service unless the parties mutually agree otherwise. The Client and the Consultant 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 mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements. Mediation shall be held in the State of California and under California jurisdiction.

**Insurance:**

10. Kluger Architects maintains General Liability Insurance for bodily injury and property damage on a standard ISO form with an aggregate limit of \$1,000,000.00 per occurrence and professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000.00 aggregate, Kluger Architects will furnish certificates of such insurance upon request. In the event the client desires additional coverage, Kluger Architects will, upon the client's written request, obtain additional insurance at the client's expense.

**Limitations of Assurance**

11. Notwithstanding any other provision in these Terms and Conditions to the contrary, nothing herein contained shall be construed as:

Constituting a guarantee or warranty, whether express or implied;

or

Obligating the Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances for the Project locale:

or

An assumption by the Architect of the liability of any other party; and nothing in this Agreement shall imply any undertaking by the Architect for the benefit of, or which may be enforced by, the Contractor, construction manager, if any, subcontractors, or other persons or entities performing or supplying work to the Project, or the sureties or insurers of any of them. It is understood that the Architect's obligations are to the Owner only, and that in performing such obligations, the architect may increase the burdens and expenses of such persons and entities. The owner shall include such a provision in any agreement between the Owner and such persons and entities.

**Latent Conditions**

12. In the event that the Project includes any remodeling, alteration or rehabilitation work, the Owner understands and acknowledges that certain design and technical decisions are made on assumptions based upon readily available documents and visual observations of existing conditions. The Architect shall not perform any destructive testing or opening of any concealed portions of the building in order to ascertain its actual conditions. The Architect shall not be held responsible for latent conditions subsequently discovered. In the event that the Architect's assumptions, made in good faith, prove to be incorrect, the Owner agrees that the Architect shall not be held responsible for any additional work or costs required correcting any ensuing problems based upon such assumptions. The Owner further agrees to indemnify, defend and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing to or resulting from any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising as a result of the performance of any work which was based on such good faith assumptions, except where the Architect is found to be actively negligent or solely liable for such damages or losses by a court or forum of competent jurisdiction in the state of California.

**“END OF 2021 TERMS & CONDITIONS”**