



Principals:
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June 9, 2023

Mr. Keith Beadle
Project Manager
DSC ARCHITECTS
7121 Crossroads Boulevard
Brentwood, TN 37027

Project: *Equipment Condition Assessment and Initial Review
Tulane Regional Medical Center (TRMC) Expansion Project, Tower 1 | Tulare, CA*

Subject: *Fee Proposal
Proposal No.: P4685*

Dear Mr. Beadle:

We are pleased to provide our fee proposal for the above-referenced project. Listed below, please find a summary of our understanding of the scope of work and a fee for the project:

I. PROPOSAL CRITERIA

A. Project Description:

1. The project intends to provide an approximately 140,000 SF new acute care tower, consisting of a basement and four floors, at the TRMC campus.
2. The project was designed and approved by HCAI under the 2007 California Building Code (CBC) and construction commenced in the 2009/2010 timeframe. The project experienced financial and technical challenges, including the Hospital District filing for bankruptcy which halted the project. To date, minimal construction has been accomplished. HCAI has allowed small portions of work to be accomplished to keep the original project active.
3. The Client has been tasked with reviewing the existing documentation to provide a bid set to initiate the construction of the remaining major components of the project based on 2007 CBC compliance.
4. The Firm's scope of work is to conduct non-destructive/non-invasive field investigation of the existing Mechanical, Electrical, and Plumbing (MEP) equipment on site to provide feedback on its current condition as well as perform an initial review, limited to the MEP disciplines, of the existing documentation for general compliance with 2007 CBC. The Firm will identify equipment or scope items that may require additional consideration or review.

B. Client: DSC ARCHITECTS

C. Firm: Shadpour Consulting Engineers, LP

D. Project Basis and Assumptions:

1. Our final deliverable will be in the form of field investigation reports and written comments presented to the Client.
2. This fee is based on your request for a proposal.
3. The Client will provide all available documentation to the Firm.
4. The Firm is not acting as the Engineer of Record (EOR) for this project and is not responsible for the accuracy, code compliance, or constructability of the design performed by the EORs.



E. Basic Project Submittals / Phases:

1. Equipment Condition Assessment
2. 2007 CBC General Conformance MEP Initial Review

F. Phase Description:

1. Equipment Condition Assessment
 - a. Conduct a non-destructive/non-invasive field investigation trip to observe the condition of existing MEP equipment.
 - b. Assess the condition of the observed equipment.
 - c. Prepare field observation reports.
2. 2007 CBC General Conformance MEP Initial Review
 - a. Provide a one-time MEP design review of the available documentation, including written comments.
 - b. Present and review findings with the Client via teleconference.

G. Items Not Included in the Scope of Work (Exclusions):

1. Destructive or invasive field investigation.
2. Preparation of design or solicitation documents.
3. Acting in the capacity of the Engineer of Record.
4. Acoustical, Fire Protection, or any other type of engineering/service other than specified above.
5. Field observation trips other than those noted above.
6. Commissioning or any form of testing of existing systems.
7. Any form of warranty or guarantee.

H. Schedule

1. The total duration of this project is anticipated to be approximately one month.

II. FEE PROPOSAL

A. Basic Fee:

1. We propose to perform the services outlined above on a fixed fee basis. The Firm does not provide hourly services. Billing for the project will be submitted to the Client for payment monthly and/or at the completion of each phase in the amounts as follows:

Phases	Mechanical	Electrical	Plumbing
Equipment Condition Assessment	\$15,000	\$15,000	\$15,000
2007 CBC General Conformance Initial Review	\$20,000	\$20,000	\$20,000
SUBTOTAL	\$35,000	\$35,000	\$35,000
TOTAL	\$105,000		



B. Additional Services:

1. Services required beyond the scope of work described above will be based upon a separate, fixed fee as mutually agreed upon by the Firm and Client.
2. If the project is postponed for three (3) months or more, the Firm is entitled to negotiate a startup fee to resume services.

C. Reimbursable Expenses:

1. Reimbursable expenses will be in addition to the Basic Fee and will include actual expenditures made by the firm's employees and consultants in the interest of the project such as costs of reproductions, postage, deliveries, transportation, and expenses, as well as production of photographic materials.
2. All reimbursable expenses shall be paid at a rate of cost plus 10%.

D. Billing / Payment Procedures:

1. If any work designed by the Firm is abandoned or suspended, or if the prime agreement is canceled, the Firm shall be paid for the portion of work completed through the date of written notification. Payments are due within 30 days of receipt of the invoice. Additional Services and Reimbursable expenses are billed as expenses incurred to date. Accounts are subject to a monthly service charge of 1% per month after 30 days from the date of invoice. All payment disputes shall be resolved within 60 days of notice to the Client or the Firm may stop work without liability for any resulting damages or delays.

E. Risk Allocations:

1. In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Firm, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any or all causes shall not exceed our fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

F. Proposal Acceptance:

1. The undersigned parties agree to the scope of work, terms, conditions, and procedures as described above. Please sign and return one copy to us for our records.
2. If the Client elects to issue a separate "Consultant Agreement" for the Firm's acceptance, please include this proposal as an Appendix. Refer to this Appendix at appropriate paragraphs in the Consultant Agreement to define Contract Conditions and Scope of Services.
3. This proposal is based upon the available information at this time and is valid for the next thirty days.

We appreciate and look forward to the possibility of working with you on this project. Please do not hesitate to call me if you have any questions on the development of this proposal or the elements contained herein.

Sincerely,
 SHADPOUR CONSULTING ENGINEERS, LP

Jeremy Clifton, PE, CxA | Principal
 JC/sj

Name: _____

Title: _____

Signature: _____

Date: _____