

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

Corporate Headquarters

560 N. Western Avenue 2nd Floor
Los Angeles, CA 90004

562.498.2400
voice

323.494.1647
fax

Charles E. Kluger, AIA
Principal



www.klugerarchitects.com

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

Kpff

HOURLY RATE SCHEDULE

2021

PRINCIPAL-IN-CHARGE	\$250.00
SENIOR PROJECT MANAGER	\$205.00
PROJECT MANAGER	\$185.00
PROJECT ENGINEER.....	\$155.00
DESIGN ENGINEER.....	\$140.00
LEAD MODELER.....	\$165.00
MODELER	\$140.00
ADMINISTRATIVE/SECRETARY	\$95.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.



www.klugerarchitects.com

corporate headquarters

560 North Western Ave, 2nd Floor

Los Angeles, CA 90004

voice 562.498.2400

fax 562.498.2422

2021 HOURLY RATES

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

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”