



Staff Report

Date: November 14, 2024

Subject: Seismic Assessment Report

This report is required by HCAI to assess any building expected to remain in service for inpatient care after the new seismic safety standards become law in 2030. Our plan is focused on two buildings identified as buildings 1.8 that are currently licensed for ICU and Pediatric inpatient services.

Once this assessment is completed it qualifies us for certain grant funding and FEMA support for our construction projects. Funding support could be as high as \$2 million. Requests for proposal were sent to and received from the following firms who specialize in this work:

Ledger: ✓ = Recommended C = Meets Criteria NC = Does not meet criteria NR = No Response

	CONTRACTOR	STATUS	TOTAL COST
✓	The Smith Group	C	\$ 159,800.00
	DSC Architects	C	\$ 455,000.00
	KPFF Consulting Engineers	C	\$ 179,090.00

The information presented in this report has been gathered/produced by District staff, and reviewed by/with the following consultant(s):

- Legal Review
- Financial Review
- Other:

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Oct 28, 2024

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

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Notes:

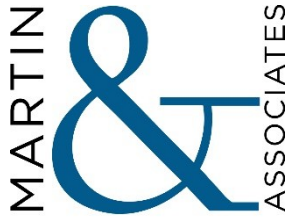
1. Travel Expenses are included in the Lump Sum amounts listed above based on one trip for this campus.
2. If it is necessary to request documents from HCAI, we anticipate our team will make this request and AH Tulare will cover the fees necessary / required for the requested documents.

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: _____
(Signature)

Name: _____
(Please Print)

Title: _____

Date: _____
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

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.

TULARE LOCAL HEALTHCARE DISTRICT

Hospital Seismic Assessment - NPC-4D Level I Compliance

869 N. Cherry Ave, Tulare, CA 93274 | November 18, 2024

DAVIS STOKES COLLABORATIVE, P.C.

DSC ARCHITECTS



CONTACT INFORMATION AND GENERAL FIRM INFORMATION

Primary Contact:

Willie O. Stokes
Davis Stokes Collaborative, P.C.
7121 Crossroads Blvd
Brentwood, TN 37027
wostokes@dsccol.com
Tel (615) 726-0010
Fax (615) 726-2090

Firm Information:

Established 1985
Ownership Type is Professional Corporation
DUNS Number = 186584124
No Former Firm Names
California License # C 18668

See attached October 24, 2024
Proposal for Scope of Services and
Fees

RFQ SIGNATURE PAGE

Tulare Local Healthcare District

RFQ TITLE: Hospital Seismic Assessment

I attest that I am an official officer representing my firm and authorized with signatory authority to present this RFP response.

Company Name: Davis Stokes Collaborative, P.C. Date: 11/18/2024

Signature:  Phone: (615)726-0010 Fax: (615)726-2090

Printed Name: Willie O. Stokes Title: President / Principal Architect

Email Address: wostokes@dsccol.com

Street Address/PO Box	City	State:	Zip Code
<u>7121 Crossroads Blvd</u>	<u>Brentwood</u>	<u>TN</u>	<u>37027</u>

Project Description: NPC 4D – Level I

- A. This project includes the provision of an approach document for NPC 4D Level I compliance for TRMC Buildings listed below. These two buildings have commonly been referred to as I.8 in all discussions to date.
1. BLD-00571 Sixth Add – I.8 – Bldg I.8 (SPC4, NPC 2)
 2. BLD-06041 – Sixth Add I.8 – Lobby – Bldg I2 (SPC 4, NPC 2)
- B. According to the Building Services on the OSHPD/HCAI website, the following services are included within these two buildings:
1. Imaging Radiological Diagnostic Imaging
 2. Administrative
 3. General Storage
 4. ICU / CCU / PICU
 5. Pediatric Adolescent Nursing Unit
 6. Mechanical Space
 7. Cath Lab, support spaces, and associated sterilization facilities
- C. DSC's scope is limited to the assistance and coordination of the Structural and MEP engineer's efforts to provide the evaluation reports, provide materials as listed in their respective proposals to be provided by the Architect. Assist the Owner/Operator in their efforts to assemble and issue an Operational Plan.
- D. We will perform a site visit to evaluate and document the CCA (Critical Care Areas) in the buildings noted above in compliance with NPC-4D Level I.
1. Our scope assumes a maximum of 40 total items per building, including source equipment.
 2. Working in conjunction with the Owner will provide a plan indicating the CCA within each building.
 3. Observe as-built anchorage of OSA permitted nonstructural elements to confirm compliance with the permitted detail.
 4. Survey anchorage of nonstructural elements not found on drawings and document the as-built anchor age details.
 - a. Verify, to the extent possible, existing fire sprinkler system is anchored and braced per the 1994 Edition of NFPA 13 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).

Project Description: NPC 4D (continued)

- E. DSC and/or our consultants will upload the necessary documentation to the AHJ (HCAI) once completed.
- F. DSC will receive and respond to comments generated by the AHJ review.
- G. The scope includes up to 2 field investigation trips. Additional trips, if required, will be provided as an additional service.
- H. The scope includes virtual meetings as necessary to assist the Owner/Operator in the development of the Operational plan.
- I. The scope includes the development of schematic level diagrammatic plans for the purpose of illustrating the operational plan based on information provided by the Owner/Operator relative to the operations of the facility.
- J. Our final deliverable will be exhibits and the operational plan required by the CAC.
- K. DSC will receive and respond to comments generated by the AHJ review.
- L. 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.

NPC 5 - Campus Evaluation

- I. DSC and our consultants will collaborate with the Facility and Owner to develop an evaluation of the existing equipment and provisions to propose an approach document to achieve NPC 5, based on the needs of the Tower Expansion, and Buildings referenced above, assuming the remainder to be RACS by 2030.
 - a. Develop a plan to provide Generator Fuel capacity for 96 hours of emergency operations of the required electrical system for the above referenced buildings.
 - b. Potable Water storage capacity for 72 hours of emergency operation based on a water conservation plan provided by the Facility Operator. The design team will provide necessary information to assist the Facility Operator.
 - c. Sewer/Liquid Waste capacity for 72 hours of emergency operation, in compliance with NPC 5, developed in conjunction with the Facility Operator.
 1. Develop a site plan identifying utility tie-ins and tank location(s)
 2. Perform one site evaluation/visit in conjunction with NPC-4D Level I activities.
 3. Provide the required water-use calculations.
 4. Assist and advise the Client in developing efficient strategies for emergency water/ sewage rationing plans while considering the Owner's long-term plan for NPC-5 compliance.
 5. Draft the Preliminary and final NPC-5 Water Rationing Plans.

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 done by others.

Fee Proposal

- A. Base fees include the scope and disciplines listed above, Structural, Mechanical, Electrical, Plumbing and Architectural as identified above. The fee for the work is Four Hundred Fifty-Five Thousand Dollars (\$455,000) plus reimbursable expenses.
1. Reimbursable Expenses are in addition to compensation for Basic Services and include expenses incurred by the Architect and the Architect's consultants directly related to the project. Compensation for Reimbursable Expenses shall be the expenses incurred plus 10% of the expense incurred. Reimbursable expenses received from consultants will be billed at the cost submitted to the Architect plus 10% of the expense incurred. A budget should be carried of Fifty-Thousand Dollars (\$50,000).
- B. Additional Services are defined as any service not specifically included in the scope or is excluded by any party within this proposal. Any additional services if required will be addressed via separate proposals.
- C. Assumptions:
1. The Owner's IT staff can provide plans of locations.
 2. The Owner will provide access to a MACU (Medical Acute Care Unit) if required.
 3. Location of Source Equipment servicing these buildings are to be located by the Owner and shared with our office prior to the site observation.
 - a. HVAC equipment is believed to be self-contained within this building and does not receive service from other structures.
 - b. Plumbing service is believed to be unique to these buildings and not served by other structures.
 - c. The Fire Sprinkler Service path is unknown.
 - d. Primary communications path is unknown.
 - e. Emergency Generator feed path is unknown. The Owner is to provide service entry and switch gear location for these buildings.
 - f. Primary electrical feed path is unknown.
- D. Risk Allocations:
- 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.

TULARE LOCAL HEALTH DISTRICT REQUEST FOR PROPOSAL - EXCLUSIONS:

RFP Section 3.2 - Not applicable to professional services

RFP Section 4.0 - Not applicable. The scope of work is a site Evaluation as described in the scope of work.

RFP Section 5.0 - Not applicable. There are no plans and specifications for this work. The scope of work is an evaluation of existing conditions.

RFP Section 6.2 - Not applicable. The proposal is for design services and is a flat fee plus a reimbursables budget.

RFP Section 6.2 - Not applicable.

RFP Section 6.3 - Not applicable.

PROJECT TEAM



TULARE LOCAL HEALTHCARE DISTRICT

DSC
ARCHITECTS

Principal Architect
Willie Stokes, R.A.

**DAVIS STOKES
COLLABORATIVE**
Leigh Ann Pruitt
Project Architect Designer

**DAVIS STOKES
COLLABORATIVE**
Keith Beadle
Project Manager

**STRUCTURAL
ENGINEERING**

**JOHN A. MARTIN
& ASSOCIATES,
NC**

Principal-In-Charge
Kimberly Pacheco,
S.E

**MECHANICAL,
ELECTRICAL, PLUMBING**

**SHADPOUR
CONSULTING
ENGINEERS**

Principal Mechanical:
Frank Shadpour, P.E.

Electrical
William "Rocky"
Tanner, P.E.

WILLIE O. STOKES, R.A.

Principal in Charge

EXPERIENCE:

Healthcare Experience: 40 years
Firm: 38 years

ROLE & RESPONSIBILITY:

As Principal, Willie is directly involved in all phases of the office's architectural practice and maintains involvement in projects from early schematic design, through completion of construction.

LOCATION:

7121 Crossroads Blvd.
Brentwood, TN 37027

EDUCATION:

Bachelor of Architecture,
Mississippi State University, 1981

LICENSES:

AL, AR, AZ, CA, CO, CT, DE, DC, FL,
GA, HI, ID, IL, IN, IA, KS, KY, LA, MA,
MD, ME, MI, MO, MS, NC, ND, NE,
NJ, NM, NV, NY, OH, OK, OR, PA,
PR, RI, SC, TN, TX, UT, VA, WA, WI,
WV, WY

Willie has 40 years of architectural experience in the healthcare industry and is an active member of two major healthcare commissions. In the office, his work includes all expansion and renovation programs for major medical centers, planning, design and development of freestanding ambulatory surgery centers, diagnostic imaging, medical office buildings, clinical laboratories and specialty hospitals. Willie has completed numerous major renovation/expansion projects to update the facilities to today's standards.



The following projects are a few examples of Willie's proven abilities in the successful completion of healthcare projects.

- > Loma Linda University Medical Center
Murrieta, California
248,706 sq. ft. Hospital
160,000 sq. ft. MOB
- > Coral Springs Family Health Center
Coral Springs, Florida
21,600 sq. ft., ASC w/ 4 Class C OR's
- > Jupiter Medical Center / Margaret W. Niedland Breast Center
Jupiter, Florida
26,500 sq. ft. two-story breast center
- > Women's Care Florida ASC
Tampa, Florida
9,981 sq.ft., ASC w/ 3 OR's (1-C, 2-B)
- > Landmark Savannah Hospital
Savannah, Georgia
50,000 sq. ft. LTACH Hospital
- > Carolinas Rehabilitation Hospital
Belmont, North Carolina
49,000 sq. ft. Rehab Hospital
- > Treasure Coast Center for Surgery
Stuart, Florida
9,500 sq. ft. multi-specialty ASC
- > North Cypress Medical Center
Cypress, Texas
223,676 sq. ft. new hospital
150,000 sq. ft. MOB
- > OSS Orthopedic Hospital
Hattiesburg, Mississippi
70,000 sq.ft. 30 Bed Addition
- > North Cypress Outpatient Surgery
Cypress, Texas
14,300 sq. ft. 4 OR Outpatient Surgery Center
- > Andrews Institute for Orthopedic & Sports Medicine
Gulf Breeze, Florida
141,000 sq. ft. new MOB w/ ASC
- > Volunteer Surgery Center
Jefferson City, TN
12,000 sq. ft., 3 OR's
- > New Albany Hospital
New Albany, Ohio
96,000 sq. ft., new Hospital

LEIGH ANN PRUITT, R.A.

Architect Designer

EXPERIENCE:

Healthcare Experience: 21 years
Firm: 21 years

ROLE & RESPONSIBILITY:

As Project Designer, Leigh Ann is responsible for the preliminary design of a wide variety of projects and clientele.

LOCATION:

7121 Crossroads Blvd.
Brentwood, TN 37027

EDUCATION:

Bachelor of Architecture,
Mississippi State University, 2004

LICENSES:

TN

Leigh Ann generates preliminary site plans, floor plans, and elevations. She coordinates programmatic requirements and design with the client. She also confirms compliance with codes and any other applicable design guidelines so that the completed project design meets or exceeds the owner's expectations. Her healthcare experience includes Ambulatory Surgery Centers, Behavioral Health Facilities, Outpatient Clinics, Medical Office Buildings, Specialty Hospitals and other healthcare related projects.



The following projects are a few examples of Leigh Ann's proven abilities in the successful completion of healthcare projects.

- > Loma Linda University Medical Center
Murrieta, California
248,706 sq. ft. Hospital
160,000 sq. ft. MOB
- > Kirkland Cancer Center
Jackson, Tennessee
82,000 sq. ft. Cancer Treatment Center
- > United Medical Center
Temecula, California
12,500 sq.ft. Shell MOB
10,500 sq.ft. Ambulatory Surgery Ctr
2,000 sq.ft. Gastroenterologists Suite
- > Carolinas Rehabilitation Hospital
Belmont, North Carolina
49,000 sq. ft. Rehab Hospital
- > North Cypress Outpatient Surgery Center
Cypress, Texas
14,300 sq. ft. 4 OR Outpatient Surgery Center
Guaynabo Ambulatory Surgical Center
- > Guaynabo, Puerto Rico
7,000 sq. ft., 3 OR surgery ctr center
- > Coral Springs Family Health Center
Coral Springs, Florida
21,600 sq. ft., ASC w/ 4 Class C OR's
- > Carolinas Medical Center - Lincoln
Lincoln County, North Carolina
176,000 sq. ft. replacement hospital
- > Jupiter Medical Center / Margaret W. Niedland Breast Center
Jupiter, Florida
26,500 sq. ft. two-story breast center
- > Treasure Coast Center for Surgery
Stuart, Florida
9,500 sq. ft. multi-specialty ASC
- > Jackson Ambulatory Surgery Center
Jackson, Tennessee
31,543 sq. ft. ASC with 10 ORs

KEITH BEADLE

Project Manager

EXPERIENCE:

Healthcare Experience: 34 years
Firm: 34 years

ROLE & RESPONSIBILITY:

As Project Manager, Keith is responsible for design development and construction documentation for a wide variety of healthcare projects. He also performs various facets of Construction Administration and Construction Management of facilities, up through and including construction, owner move-in and all required State Health approvals.

LOCATION:

7121 Crossroads Blvd.
Brentwood, TN 37027

EDUCATION:

Tennessee Technological
University, 1990

Keith oversees the generation of the Construction Documents from early design to final publication as well as all consultant coordination. He manages the project team, confirms program requirements are followed, and makes sure the completed facility meets or exceeds the owner's expectations. Keith also coordinates with State and Local Government Agencies during permit reviews and assists in Construction Administration. His Healthcare experience includes Hospitals, Ambulatory Surgical Centers, Physical Therapy and Diagnostic Facilities, Cancer Centers, and Medical Office Buildings.



The following projects are a few examples of Keith's proven abilities in the successful completion of healthcare projects.

- > Shawnee Mission Outpatient Pavilion
Lenexa, Kansas
80,000 sq. ft. Multi-Specialty MOB
- > Shawnee Mission Outpatient Pavilion
Lenexa, Kansas
6,200 sq. ft. Surgery Center
5,746 sq.ft Physical Therapy Suite
9,9100 sq.ft. Family Medicine Clinic
5,400 sq.ft. Pain Management Clinic
- > Loma Linda University Medical Ctr
Murrieta, California
248,706 sq. ft. Hospital
160,000 sq. ft. MOB
- > NPH Behavioral Hospital
Kalamazoo, Michigan
45,000 sf Behavioral w/ 64 beds
- Excela Square at Latrobe
- > Latrobe, PA
113,000 sq.ft. freestanding Ambulatory
Care Center
- Nutex Health Green Bay Micro Hospital
- > Bellevue, Wisconsin
21,380 sf, 6 patient beds, 8 treatment
rooms and imaging suite
- > Stockton Rehabilitation Hospital
Stockton, California
60,000 sf Rehab w/ 50 beds
- > North Cypress Medical Center
Cypress, Texas
- > Nutex Freestanding
Emergency Department
Portage, IN
16,000 sq. ft. FSED
- > North Cypress Professional
Building II
Cypress, Texas
151,500 sq. ft. MOB, with
Outpatient Surgery Center, Out-
patient Radiology Center, Pain
Center, Sports Medicine Center
and 33 Physician's Offices.
MOB attached to a 750-car
Parking Garage.
- > NPH Conroe Psychiatric
Hospital
Conroe, Texas
45,000 sf, 64 beds

KIMBERLY PACHECO, SE 6357

PRINCIPAL-IN-CHARGE

Kim Pacheco will serve as the Principal-in-Charge for this project. In this role, she will be responsible for the structural design team, allocation and commitment of the firm's resources, and quality reviews to ensure the structural system optimally meets both design and structural/seismic requirements. Her experience encompasses the structural design of a diverse array of project types including hospitals, retail, residential buildings, educational facilities, theatres, and office buildings, as well as renovations and seismic evaluations. With more than 18 years of experience in structural engineering design, she can effectively facilitate decision-related goals, requirements, and work processes that will facilitate the successful completion of a project of this magnitude.

RELEVANT PROJECT EXPERIENCE

Adventist Health Feasibility Study and Seismic Compliance, Multiple Locations, CA: JAMA performed an NPC 4/4D site evaluation for multiple Adventist Health campuses around California, including Reedley Hospital, Selma Hospital, Bakersfield Hospital, Rideout Hospital, and Clearlake Hospital. For each campus, an engineering team surveyed the critical care areas within the buildings to identify systems and components that are subject to seismic anchorage and bracing requirements. Upon completion of the survey, an NPC evaluation report was submitted to OSHPD. In addition, JAMA provided a structural feasibility study for all existing buildings that require SPC upgrade in order to provide continued general acute care services beyond January 1, 2030. During the project, we coordinated closely with the hospital, OSHPD, and other members of the design team while reviewing existing drawings and providing potential structural strengthening and upgrade schemes.

Santa Paula Memorial Hospital, Santa Paula, CA: Provided SPC-2 designs as well as SB 1953 evaluation and NPC-3 retrofit services for this project according to HAZUS requirements.

Ojai Valley Community Hospital, Ojai, CA: Evaluated approximately 8,000 square feet of SPC-1 buildings as well as NPC-3 evaluation services for this project according to SB 1953 OSHPD HAZUS requirements.

Santa Monica UCLA Hospital, NPC-2 Engineering Evaluation, Santa Monica, CA: JAMA completed the coordination and submittals to OSHPD to achieve compliance with NPC-2 and SPC-3 at the Merle Norman Pavilion. As part of this process, JAMA reviewed previous drawings and submittals, verified anchorage, completed engineering reports for all relevant systems, responded to OSHPD comments, and obtained final acceptance for NPC-2 and SPC-3 status.

UCLA RRUMC Hybrid O.R. Renovation, Los Angeles, CA: 1,450 SF renovation of a catheterization laboratory to provide a hybrid O.R. New radiology scanning devices within the room enable simultaneous visualization of surgical procedures leading to less invasive surgeries.

Martin Luther King Jr. (MLK) Medical Center Inpatient Tower Renovation and Addition, Los Angeles, CA: The project includes the renovation of an existing 194,000 square foot, 5-story inpatient tower with 120 beds, as well as a 220,000 square foot addition of a new emergency department, diagnostic and treatment services facilities, and related support functions. Also included in the project is the upgrade of the existing Central Plant.

USC Norris Cancer Oncology Renovation (Design-Build), Los Angeles, CA: Renovation of the Norris Cancer Center to accommodate additional linear accelerators to support a new Varian True Beam Linear Accelerator with Brian Lab.

Barlow Respiratory Hospital Replacement (Design-Only), Los Angeles, CA: This project includes an 85,700 square foot, 62-bed replacement hospital, and a 15,000 square foot non-acute care facility housing administration and clinics, with a 124-car parking structure.



EDUCATION & LICENSES

Education

M.S., Structural Engineering,
Stanford University, 2010

B.S., Civil Engineering, University
of Southern California, 2008

Licenses

Structural Engineer,
California, SE 6357, 2016

Professional Engineer,
California, PE 79911, 2012

AFFILIATIONS

American Society of Civil
Engineers, Member

Structural Engineers
Association of Southern
California, Member

Cal EMA (California Emergency
Management Agency)

SAP (Safety Assessment
Program) Evaluator



FRANK SHADPOUR, PE, CxA, HFDP, CPD, LEED AP, ASHRAE FELLOW

Principal | SC Engineers



A Principal of SC Engineers, Frank brings over 40 years of professional mechanical, plumbing, and building automation systems (BAS) engineering, commissioning, and project management expertise to the contract. With extensive experience serving healthcare clients, he possesses the ability to serve as the Mechanical Engineer and ensure quality deliverables, on-time and on-budget. Well-versed in a wide variety of healthcare facilities, his portfolio includes over 500 successful contracts on numerous campuses located throughout California and beyond. Through these projects, Frank has developed a strong rapport with California's Department of Health Care Access and Information (HCAI) acting both as the Design Professional in General Responsible Charge as well as the EOR. Frank partners regularly with HCAI to deliver seminars both regionally

and nationally hosted by organizations such as the American Society of Healthcare Engineers (ASHE), American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Kaiser Permanente, and San Diego Gas & Electric to discuss the latest innovations in technology and practice with the healthcare design and construction community. An active member in both the professional and academic communities, Frank serves as the Program Chair of the ASHRAE College of Fellows; an instructor of the HVAC Systems Design and Control Program at the University of California, San Diego; and the author of *The Fundamentals of HVAC Direct Digital Control: Practical Applications and Design*, used as a course textbook at colleges and universities across the country.

RELEVANT EXPERIENCE:

- John Muir Health | NPC-5 Water Conservation/Water Rationing Plan | Walnut Creek Medical Center | Walnut Creek, CA
- John Muir Health | NPC-5 Water Conservation/Water Rationing Plan | Concord Medical Center | Concord, CA
- Palomar Health | NPC-4 Compliance | Central Plant Buildings A & B | Palomar Medical Center Poway | Poway, CA
- Rady Children's Hospital-San Diego | NPC-4D Level 1 Compliance | Hahn Pavilion & Rose Pavilion | San Diego, CA
- Rady Children's Hospital-San Diego | NPC-5 Sewer/Liquid Waste Storage for Water Conservation/Water Rationing Plan & Fuel Supply | Hahn Pavilion, Rose Pavilion, & Acute Care Pavilion | San Diego, CA
- Riverside University Health System Medical Center | NPC-5 Water Conservation/Water Rationing Plan | Moreno Valley, CA
- Scripps Health | NPC Compliance | Scripps Green Hospital | La Jolla, CA
- Tri-City Medical Center | NPC-4D Level 1 Compliance | Oceanside, CA

EDUCATION:

- Master of Business Administration, University of Redlands, California
- Bachelor of Science, Mechanical Engineering, University of Southern California

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:

- Professional Engineer (PE), Mechanical: California (#M23923)
- Certified Commissioning Authority (CxA), AABC Commissioning Group (#408-334)
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP), U.S. Green Building Council
- Certified Plumbing Designer (CPD), American Society of Plumbing Engineers (#29779)
- Healthcare Facility Design Professional (HFDP), ASHRAE (#2001470)
- 30-Hour Construction Safety and Health, Occupational Safety and Health Administration (#36-601495704)
- Construction Quality Management for Contractors (CQM) (#KA-CQM-21-0859)
- Fellow, ASHRAE
- Fellow, ASPE
- Program Chair, ASHRAE College of Fellows
- Instructor, HVAC Systems Design and Control Program, University of California, San Diego

PUBLICATIONS:

- Author, *The Fundamentals of HVAC Direct Digital Control: Practical Applications and Design*
- Co-Author, "Makeshift Negative Pressure Patient Rooms In Response to COVID-19", July 2020 ASHRAE Journal (Best Journal Article of 2020)
- Co-Author, "Criteria for Building Automation Dashboards", May 2015 ASHRAE Journal



William "Rocky" Tanner, P.E.

Principal

BACKGROUND

Rocky brings a wealth of expertise to the electrical construction industry, backed by his extensive experience and a unique blend of hands-on know-how and formal education as an engineer. This combination allows him to offer valuable insights and provide quality engineering designs, documentation, and dependable constructible projects. With years of experience, particularly within the healthcare market, Rocky has successfully managed and completed over 1,000 healthcare projects of varying sizes and complexities. His track record speaks to his ability to navigate the intricacies of healthcare-specific electrical engineering, ensuring reliable and effective solutions for his clients.

YEARS OF EXPERIENCE

1 year with RTM

35 years total

MARKET EXPERTISE

Healthcare

CONTACT

rocky.tanner@rtmec.com

EDUCATION

San Diego State University

Bachelor of Science, Electrical Engineering

San Diego State University

Master Degree Courses in Medium Voltage Power Distribution

REGISTRATIONS

Licensed Professional Engineer in AZ (49375), CA (14958), HI (15621), and UT (9216097-2202)

ORGANIZATIONS

Illuminating Engineering Society of North America (IESNA)

Institute of Electrical and Electronics Engineers (IEEE)

Design Build Institute of America (DBIA)

SEPA

RELEVANT EXPERIENCE

NPC-4D, 5, Level 1, Level 2, CA.

- Sharp Grossmont Hospital
- Rady Children's Hospital San Diego
- Sharp Chula Vista Medical Center
- Scripps Green Hospital
- Lompoc Valley Medical Center

Sharp Coronado Hospital, Master Plan/SPC/NPC/Risk Assessment, Coronado, CA. This project was completed in two phases: In 2014 the A/E team completed a risk assessment, identifying system capacities, remaining life span, code violations and risks of potential failure. Phase 2 was completed in 2018 and consisted of the A/E team updating the risk assessment and completing a master plan to upgrade the electrical system in order to meet requirements of the seismic upgrade, and replace and upgrade systems to mitigate risk and meet anticipated code requirements through 2030. Project Value: \$34,000,000.

Huntington Memorial Hospital, Master Plan/SPC/NPC Analysis, Pasadena, CA. The 625-bed facility consists of 14 structures, both inpatient and outpatient, some more than 50 years old. The Master Plan was divided into two phases. Phase 1 was an assessment of system capacity, age, useful life, including central plant, 12KV distribution, utility redundant substation feeders, and 4160V standby emergency system distribution. Phase 2 provided the owner with multiple options for building replacements and overall campus evolution to meet SB 1953 requirements. Project Value: \$370,000,000.

Paradise Valley Hospital Master Plan/Risk Assessment, San Diego, CA. Updated master plan and facility wide MEP assessment of all existing equipment and potential risk of failure. Project Value: \$87,000,000.

REFERENCES

Brian C. Cich
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Rendina Healthcare Real Estate
661 University Blvd., Suite 200
Jupiter, FL 33458
Office: (561) 630-5055
Email: bcich@rendina.com

Kenneth Hancock
PSC - Partners Surgical, LLC
Chief Development Officer
2200 Post Oak Blvd., Suite 1525
Houston, Texas 77056
Email: khancock@partnersurgical.com

Brandon McFarren
President, Off Campus Development
CATALYST HRE
2060 N Humboldt Ave., Suite 225
Milwaukee, WI 53212
Cell: (850) 698-6068
Email: bmcfarren@catalysthre.com





November 18, 2024

Mr. Brett Scott, Construction Manager
Tulare Healthcare District
869 N. Cherry Ave.
Tulare, CA 93274

Re: Tulare Local Healthcare District – Adventist Health Tulare – NPC-4 and NPC-5 Evaluation
Proposal for Prime Engineering Services
KPFF Project #10262400259

Dear Brett:

We are pleased to submit this proposal for structural engineering services required for the above-referenced project. This proposal is based on our communication starting on October 14, 2024, and the RFP documents that you provided.

PROJECT DESCRIPTION

This project is located at 869 N Cherry St, Tulare, CA 93274.

We understand that the project consists of preparing NPC 4/4D and NPC 5 evaluation and obtaining approval for the evaluation's conclusions from the HCAI Seismic Compliance Unit for the Adventist Health Tulare medical campus located in Tulare, CA.

The objectives of this project are:

NPC - 4/4D Objective: Obtain approval for the design team's and owner's conclusions from the Seismic Compliance Unit for the NPC 4/4D evaluation and Operational Plan for select buildings (listed in the scope of work) to comply with the SB 1953 NPC Evaluation requirement. Assist with preparation and submittal of required attestation letters by the owner to record the intent to remove the other buildings from acute care services through a RACS project by 2030 and complete the construction of the New Buildings where applicable.

NPC - 5 Objective: Obtain approval from the Seismic Compliance Unit of the NPC 5 evaluation of the campus services to comply with the SB 1953 for NPC Evaluation requirement.

At this time, the scope of this proposal is limited to the evaluation phase only and does not include developing construction documents or supporting upgrade requirements to comply with the NPC 4/4D and NPC 5 regulations.

SCOPE OF WORK

Note that data collected during this Evaluation will be well documented and transferable to the Construction Document development phase in the future.

Our current scope of work will consist of the following:

NPC - 4/4D Scope

Please see the list of all HCAI Buildings on Campus and their recommended target NPC-4 or 4D compliance level by year 2030. Per RFP, only the 1.8 buildings are requested to be addressed, and the target is identified as NPC-4D Level 1. We believe that Generator Yard (BLD-05868) and Gas and Water Tank Yard (BLD-05870) should be added to the evaluation as the equipment there likely serves other OSHPD 1 Buildings. We also recommend exploring higher levels of compliance than NPC-4D Level 1 since some of the buildings already have some compliant systems due to their construction year or other reasons and can achieve higher levels with no additional expense.

BldgNum	BldgName	Classification & Status	NPC Status	BuildingCode	Year Built	NPC	SPC	NPC-4 Target	In Scope of Evaluation
BLD-00564	Original Structure & Additions	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1946 UBC	1950	2	2	OSHP 1R	
BLD-00569	Fifth Addition: Radiology Addition	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1982 CBC	1985	2	4	OSHP 1R	
BLD-00571	Sixth Add- 1.8	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted	1985 CBC	1994	2	4	NPC-4	Per RFP
BLD-02963	MRI Modular Building			1998 CBC	2000	N/A	N/A	N/A	
BLD-03517	First Addition	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1958 UBC	1961	2	2	OSHP 1R	
BLD-03518	Second Addition	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1964 UBC	1967	2	2	OSHP 1R	
BLD-05607	Tower 1	OSHPD 1, Under Construction		2007 CBC	Unknown	5s	5s	NPC-4	
BLD-05868	Generator Yard	OSHPD 1, Equipment Yard	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1979 CBC	1994	2	N/A	NPC-4	To be added to scope
BLD-05869	Tower 1 Generator Yard	OSHPD 1, Under Construction		2007 CBC	Unknown	5s	N/A	NPC-4	
BLD-05870	Bulk Medical Gas and Water Tank Yard	OSHPD 3, Outpatient Only	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1985 CBC	1991	2	N/A	NPC-4	To be added to scope
BLD-05871	CT Scan Building	OSHPD 3, Outpatient Only		Unknown	2000	N/A	N/A	N/A	
BLD-06041	Sixth Add - 1.8 - Lobby	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1979 CBC	1994	2	4	NPC-4D L2 or 3 (no CC areas)	Per RFP
BLD-06042	Sixth Add - 1.7 - North Restroom Addition	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1979 CBC	1994	2	4	OSHP 1R	
BLD-06043	Sixth Add - 1.7 - South Restroom Addition	OSHPD 1, In Service	NPC 4/4D Rpt: Not Submitted NPC 5 Rpt: Not Submitted	1979 CBC	1994	2	4	OSHP 1R	
BLD-06887	Canopy #1	OSHPD 1, Proposed		2019 CBC	Unknown	4s	5s	NPC-4/5	
BLD-06888	Canopy #2	OSHPD 1, Proposed		2019 CBC	Unknown	4s	5s	NPC-4/5	

Tasks included in our scope are listed below:

- Provide resources and support on the preliminary decision of NPC upgrade (NPC - 4 or NPC-4D level) by Tulare Health.
- Coordinate preparation of building plans with functional areas identified for 2030.
- Coordinate HCAI project drawing search and TI work area overlays on plan.
- Preparation of Non-Structural Component Inventory and Matrix.
- Coordinate preparation of Operational Plan for NPC - 4D building(s).
- Support NPC-5 evaluation and coordination with Operational Plan.
- Prepare NPC-4/4D Evaluation Reports and support preparation of NPC-5 Evaluation Report and submit to HCAI - SCU.
- Coordinate HCAI review and comment process through NPC – 4/4D and NPC-5 Evaluation and approval.

MEP Scope:

- Provide schematic MEP utility routing plan showing source equipment and routing from source equipment to the NPC-3 critical areas located in BLD-00571 (Sixth Add – 1.8), BLD-05868 (Generator Yard), BLD-05870 (Bulk Medical Gas and Water Tank Yard).

NPC - 5 Scope

Prepare and submit the NPC-5 compliance plan to HCAI for approval. Development of an operation plan to support the NPC 5 requirements.

MEP Scope:

Phase 1: Data Collection - Duration 1 month

- Kick-Off Meeting (Virtual).
- Collect and Review Campus.
 - As-built Drawings.
 - Existing Emergency Operation Plan.
 - Water Bills.
 - Existing Utilities Metering Data – Cooling Tower Make-up, Boiler Feed, etc.
 - Number of licensed beds.
- Interview with Owner / Review Campus Goals.

Phase 2: Water Rationing Plan Development – Duration 2 months

- Review Existing Emergency Operation Plan.
- Prepare Normal and Emergency Water Usage Spreadsheet for plumbing fixtures.
- Prepare Functions Needed to maintain in operation Spreadsheet.
- Meeting with Owner to review Spreadsheet Information. Data gathering from users will be done by Owner.
- Establish process water requirements to support functions needed.

Brett Scott, Tulare Healthcare District
Tulare Local Healthcare District – Adventist Health Tulare – NPC-4 and NPC-5 Evaluation
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- Review and analyze water bills and utility metering.
- Prepare a preliminary water rationing plan based on input received from Owner.
- Review the preliminary water rationing plan with Owner.
- Calculate emergency water and waste storage size based on input received from Owner (domestic water and process water).
- Review and analyze emergency generator existing fuel storage – identify if additional fuel storage is needed to meet the requirement.

Phase 3: Water / Waste / Fuel Storage Solution - Duration 1 month

- Identify point of connection.
- Coordinate tanks' location with Civil.
- Provide input for documentation of site plan by Civil.

Phase 4: HCAI Submittal / Review - Duration 2 months

- Preliminary Review Meeting.
- Prepare a Water Rationing Plan to be submitted to HCAI by KPF.

Civil Scope:

Data Collection Strategy Session

- Attend team meetings/work sessions to Tulare Health goals and objectives for work.
- Provide civil engineering inputs to define survey parameters.
- Research and review existing utility as-built plans and other data related to water and sanitary sewer.
- Review geotechnical, water modeling, and sewer study reports, if available.
- Provide civil engineering input on healthcare requirements/constraints on potential projects.

Determine NPC Compliance.

- Determine fixed criteria related to site sewer and water wherever possible for NPC-5 code compliance.
- Work with the team, Tulare Health, and HCAI to explore and validate alternate means of compliance for sewer and water.
- Develop a civil engineering survey template, team composition, and type.
- Staff and train field Team on Specific NPC-5 survey format related to civil engineering.
- Provide Civil Engineering input to develop Data Collection Survey and Report Format.
- Conduct a deep dive analysis into existing sewer and water design.
- Assist to formulate the Alternate Means of Compliance (AMC) Project, if applicable.
- Prepare a report for full compliance with NPC if AMC is not feasible.
- Perform one site visit per site for the site assessment and one to two (2) site visits as needed to retrieve as-built drawings and/or record documents.

Assumptions

The following assumptions have been made in developing this proposal:

Assumptions for NPC - 4/4D Scope

1. It is assumed that KPFF will guide the owner to prepare the Operational Plan.
2. Two (2) Site Visits for equipment inventory and condition assessment are included for NPC 4/4D scope.
3. Deliverables will be created in PDF format based on the existing drawings as backgrounds provided by Tulare Health.
4. Routing will be based on as-built drawings.
5. Development of 3D-based BIM models is excluded from our scope of services.
6. All design and documentation required for the actual upgrade of specific systems or areas are excluded from the scope of services for this proposal.

Assumptions for NPC - 5 Scope

1. WSP's fee assumes that tanks (domestic water, sewer, and fuel oil) are already in place to serve Tower 1. If additional tank(s) are required to serve Tower 1, an additional fee will be required.
2. WSP's fee includes preparing the water rationing plan for all buildings remaining OSHPD 1 (including Tower 1) and confirm that the sizing of the tanks for Tower 1 is adequate. We will prepare the water rationing plan and verify that the tanks are sized to align with the current HCAI Advisory Guide requirements.
3. Year-long water bills will be provided for review as a basis for existing water consumption. Data described in Phase 1 will be handed to WSP.
4. WSP will lead the development of an emergency water rationing plan as required by HCAI and CDPH assuming the entire campus will remain in operation beyond 2030. Tulare Local Health District Facility staff will be available for interview and will provide input into the existing operation to assist with the creation of the emergency water rationing plan. WSP assumes that an existing emergency operation plan is up to date and will be used as the basis for the development of the emergency water rationing plan.
5. WSP will develop a high-level concept to meet the water/waste and fuel storage required to support the water rationing plan in collaboration with the civil engineer to inform cost estimating.
6. Construction documents and agency approval of the design are not included.
7. Cost estimating will be provided by others.
8. Electrical and water metering will be provided by others if required.
9. Meetings will be virtual.
10. Visits for MEP and Civil scopes will require additional fees if required.
11. Deliverables will be created in PDF format based on the existing drawings as backgrounds provided by Tulare Health
12. Development of 3D-based BIM models is excluded from our scope of services.
13. A complete, current, digital, detailed, ground-edited American Land Title Association (ALTA) and topographic survey for each proposed site will be provided for our use by Tulare Health.

14. If the as-built drawings are inconclusive, an underground utility investigation will be required, which is not included in this proposal.
15. A project-specific geotechnical report, including recommendations for grading, paving, and stormwater infiltration, will be provided for our use.
16. The site water pressure data for each proposed site will be provided to the team.
17. Any tracer wire installation to verify existing water or sewer lines, if required, will be completed by the contractor hired by Tulare Health.

FEE

We propose to accomplish the scope of work noted above for the lump sum fee of **\$179,090**. We propose to bill our services monthly on a percentage completion basis.

Based on our discussions, the following are possible deductive alternates to reduce the fee above if Tulare Health can provide the personnel to perform the scope of work instead of the design professional. Please see the following:

1. Deduct Alternate #1: Owner will prepare the emergency water usage and functions needed to remain in operation spreadsheets as required by HCAI and CDPH per format provided by WSP. Anticipated deduction: \$3,500.
2. Deduct Alternate #2: Owner will prepare yearly existing campus water usage analysis (graph) including domestic water and process water required to be included in the emergency water rationing plan. Anticipated deduction: \$2,000.

Total Deduct Alternates = \$5,500

Reduced Base Fee if All Deductive Alternates are Accepted = \$179,090 - \$5,500 = **\$173,590**

Additional site visit(s)/structural observations beyond what is noted in our scope of work above will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

REIMBURSABLE EXPENSES

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

Brett Scott, Tulare Healthcare District
Tulare Local Healthcare District – Adventist Health Tulare – NPC-4 and NPC-5 Evaluation
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AGREEMENT FOR PROFESSIONAL SERVICES

All general Terms and Conditions shall be per Attachment B of this document or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

SUMMARY

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Luis Toranzo, SE
Principal

Attachments A and B

cc: Ilva Kibare, KPF

Accepted By:

Name

Title

Date

Attachment A

HOURLY RATE SCHEDULE

2024

PRINCIPAL-IN-CHARGE.....	\$290
SENIOR PROJECT MANAGER.....	\$235
SENIOR TECHNICAL SPECIALIST	\$235
PROJECT MANAGER.....	\$215
TECHNICAL SPECIALIST	\$215
PROJECT ENGINEER	\$180
DESIGN ENGINEER	\$165
LEAD MODELER	\$190
MODELER.....	\$165
ADMINISTRATIVE SUPPORT.....	\$110

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.

Attachment B

TERMS AND CONDITIONS

KPFF, Inc. (“KPFF”) shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF and agreed to in a written amendment.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to commencement of any other dispute resolution proceeding.

4. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days’ written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF’s fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest and KPFF shall continue to provide services in a mutual effort to keep the project on schedule and the Parties shall resolve the payment dispute after substantial completion.

5. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

6. Ownership of Instruments of Service

KPFF’s drawings, calculations and specifications are KPFF’s Instruments of Service and are, and shall remain, the property of KPFF as the author and owner, whether the project for which they are made is executed or not. So long as Client performs all of its obligations under this Agreement, including, without limitation, payment of all sums owed to KPFF and its consultants, KPFF grants a revocable, royalty-free license to Client to use the Instruments of Service for the limited purpose of facilitating the design, construction, or maintenance of the Project. The Instruments of Service are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use or modifications to the Instruments of Services absent KPFF’s written approval shall be at Client’s sole risk and without liability to KPFF. Client shall indemnify, immediately defend, and hold KPFF harmless from and against any and all losses, claims, or damages arising out of or related to such subsequent use or modification, other than to the extent such losses arise out of the sole negligence or willful misconduct of KPFF.

7. Contract & Construction Administration

KPFF’s review of contractor’s shop drawings shall be for the limited purpose of checking general conformance with the Contract Documents. KPFF expressly disclaims any responsibility for contractor or subcontractor construction means and methods and Client acknowledges contractor’s ultimate responsibility for constructing the Project in conformance with the Contract Documents. KPFF’s presence on the site is for the limited purpose of providing observation and does not include responsibility for supervision or direction of the actual work of the contractor, its employees or agents, nor under any circumstances shall Consultant be responsible for the means and methods of construction, or site safety, which is solely within the purview of others.

8. No Third-Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

9. No Assignments

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.

10. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower).

11. Waiver of Consequential Damages

To the fullest extent permitted by law, the Parties waive any entitlement to recovery of consequential damages for any act, error, or omission arising out of or related to this Agreement.