

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ^{31st} day of March, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and ENGEO, a California corporation, whose address is 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583, (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: geotechnical reporting. This is a specialized, professional service provider agreement which does not require an RFP/RFQ process.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for preparing a geotechnical report of Seaplane Lagoon Ferry Terminal, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of March 2016, and shall terminate on the 10th day of March 2017, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in this Section 3. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in this Section 3.

b. The total compensation for the work under this Agreement is not to exceed \$91,500.00.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable

attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Base Reuse Department
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Jennifer Ott, COO – Alameda Point
Ph: (510) 747-4747 / Fax: (510) 523-1081

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

ENGEO
Geotechnical
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583-4634
ATTENTION: Jeff Fippin, Principal
Ph: (925) 866-9000 / Fax: (888) 279-2698

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

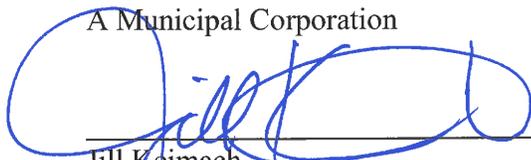
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

ENGEO
A California corporation



NAME Uri Eliahu
TITLE President

CITY OF ALAMEDA
A Municipal Corporation

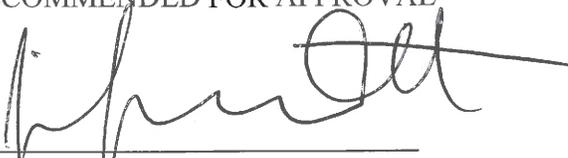


Jill Keimach
City Manager



NAME Lora Dominick
TITLE Treasurer

RECOMMENDED FOR APPROVAL



Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:
City Attorney



Farimah Brown
Senior Assistant City Attorney



Project No.
P2016.000.181

February 12, 2016
Revised February 19, 2016

Ms. Jennifer Ott
City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501

Subject: Alameda Point – Seaplane Lagoon Ferry Terminal
Alameda, California

PROPOSAL FOR GEOTECHNICAL REPORT

Dear Ms. Ott:

Thank you for requesting this proposal to prepare a geotechnical report for the above-referenced project at Alameda Point in Alameda, California. In preparation of this proposal, we discussed the general scope of the project with you and reviewed the Alameda Point Seaplane Lagoon Ferry Terminal Feasibility Assessment prepared by Moffatt & Nichol for the City of Alameda, dated December 2015. We also reviewed historic aerials, maps of the surrounding geology, and potential geotechnical hazards based on information in our files to better understand likely geologic and geotechnical conditions at the site.

We first present a brief description of the project followed by our suggested scope of services, fee, and schedule to complete the respective geotechnical reports for the proposed project.

PROJECT DESCRIPTION

The proposed ferry terminal project will be located within the Seaplane Lagoon (Lagoon) in Alameda, California. The Lagoon is approximately rectangular in shape, and the proposed ferry terminal will be located at the eastern southeastern corner of the Lagoon. We understand the preferred location of the ferry terminal is located north of the vacant Building 64.

While a water taxi service terminal is proposed as an alternative development at the site, we understand a ferry terminal is preferred to accommodate future ridership demand expansion. The proposed ferry terminal will service up to two vessels, which will connect Alameda Point and San Francisco. The ferry terminal will comprise an abutment, pier, gangway, boarding float, and associated utilities. The following number of deep foundation elements are currently anticipated for the project:

TABLE 1
 Proposed Deep Foundation Elements

Ferry Terminal Component	Deep Foundation Elements	Pile Diameter (inches)	Pile Type
Abutment	8	24	Steel Pipe Pile
Pier	14	24	Steel Pipe Pile
Boarding Float	6	42	Steel Pipe Pile
Boarding Fender	2 to 4	42	Steel Pipe Pile with Mooring Cleats

PREVIOUS EXPERIENCE

We have extensive experience in the project vicinity, and within the City of Alameda, as shown in Figure 1.

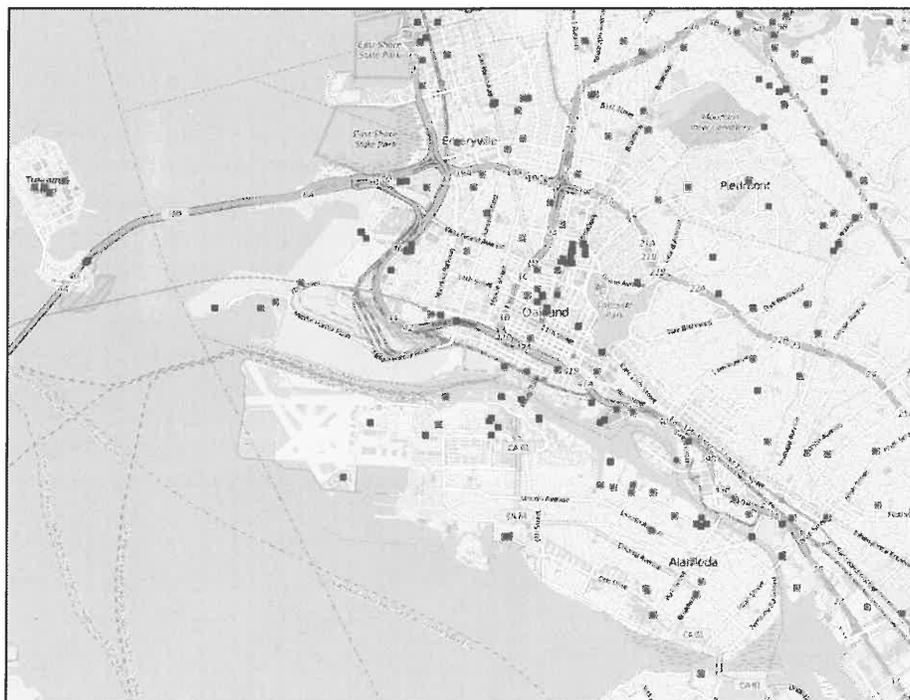


Figure 1 - EN GEO Project Locations

Specific to the proposed project, we previously prepared a preliminary geotechnical exploration for the Alameda Point Development in 2003. The geotechnical study encompassed the site location of the proposed project. As part of our services, we reviewed historic explorations, performed mud-rotary and cone penetration test (CPT) explorations, characterized subsurface conditions, identified geologic hazards, and provided preliminary recommendations. We have subsequently performed geotechnical services for two Master Developers for the Alameda Point site as well as in support of the City of Alameda’s infrastructure planning and CEQA process. Previous explorations in our files that were performed by us and others at the site are shown on Figure 2.

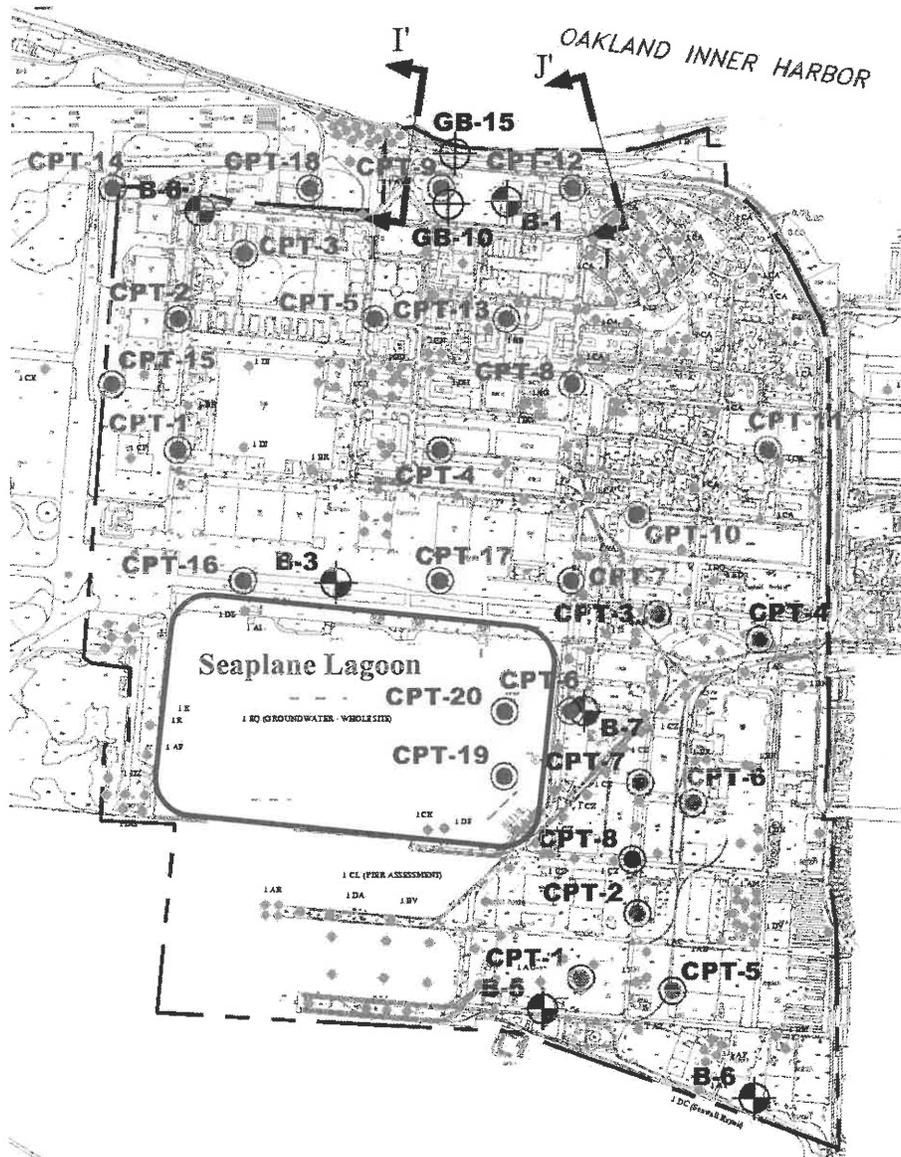


Figure 2 - Alameda Point Explorations

Based on our previous experience in the vicinity of the site, we anticipate the offshore subsurface conditions to comprise primarily of Merrit Sand/San Antonio Formation, overlain by relatively thin deposits of organic sediments. On shore, we anticipate subsurface conditions will comprise approximately 10 to 15 feet of sand fill underlain by Merrit Sand/San Antonio Formation. There may be limited thicknesses (less than 10 feet) of Young Bay Mud on shore below the fill but we anticipate this material was dredged out when constructing the Lagoon.

SCOPE OF SERVICES

We prepared the following scope of services based on our understanding of the project and our experience in the area:

US Army Corps of Engineers (USACE) Permitting

We understand that H.T. Harvey & Associates will be obtaining the USACE Nationwide Permit (if required) for offshore exploration activities at the site. Based on our experience, we will need to provide input to and coordinate with H.T. Harvey & Associates for them to prepare the permit application. We will provide a work plan showing locations of explorations and describing exploration methods, schedule, and additional documents that may be required for permit approval.

We assume that the approval of the permit will not require a separate study to determine compliance with Section 7 of the Endangered Species Act (ESA). However, if the approval of the USACE permit will require such a study, we will consult with you and H.T. Harvey to determine if any additional information is needed from us to support the study.

Subsurface Field Exploration

For the purpose of this geotechnical investigation we recommend a series of onshore and offshore mud-rotary borings to estimate the thickness and engineering properties of the subsurface deposits for deep foundation design. We propose the following exploration scope as detailed in Table 2 and tentatively shown in Figure 3:

TABLE 2
 Proposed Deep Foundation Elements

Ferry Terminal Component	Location	Number of Explorations	Estimated Maximum Exploration Depth (feet)
Abutment	Onshore	1	65
Pier	Offshore	2	50
Boarding Float	Offshore	1	50
Boarding Fender	Offshore	1	50

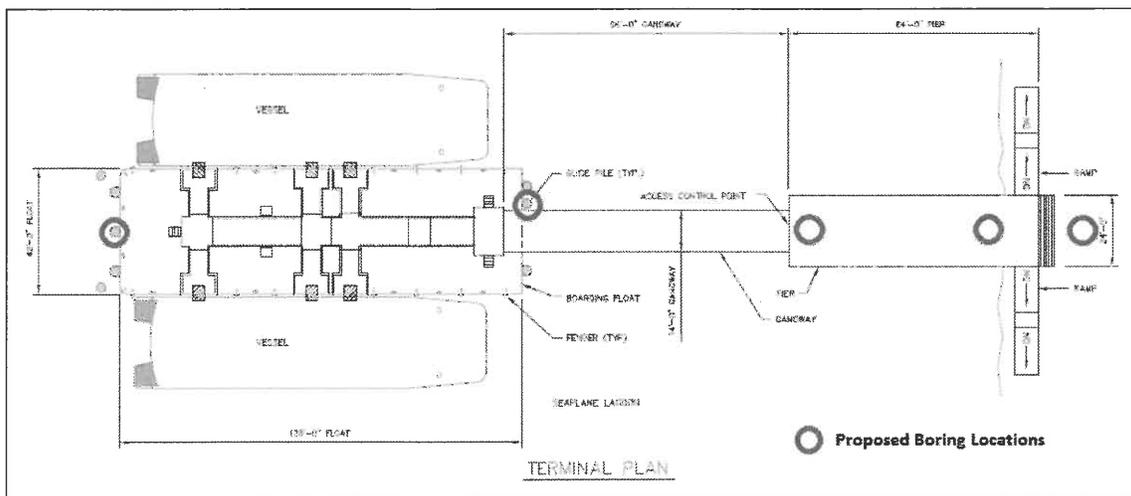


Figure 3 - Proposed Exploration Locations (subject to change)

To best locate our explorations, we request that the latitude and longitude of our boring locations be provided by the terminal designer prior to performing the work. Assuming that the soils are nonhazardous, we will drum, test, and dispose of the drilling fluid and soil cuttings appropriately. The onshore boring for the abutment will be backfilled in accordance with Alameda County Public Works Agency requirements.

At least 48 hours prior to performing the explorations, we will mark the site for an Underground Service Alert (USA) utilities check. We will also retain a private utility locator to clear readily identifiable utilities at the proposed onshore exploration location.

Laboratory Testing

We will test representative soil samples from our exploratory locations in our laboratory to determine some of their engineering properties. We plan to perform moisture and sieve analysis testing for this project.

Engineering Analysis and Report Preparation

We will analyze the subsurface conditions identified from our explorations and prepare a geotechnical report with conclusions and recommendations specific to the construction of the proposed development. Interaction with the structural engineer will be required to optimize the foundation recommendations. Our report will include recommendations for:

- 1) Seismic Design Parameters – Based on criteria to be developed in coordination with the Marine Structural Engineer
- 2) Foundations
 - Deep foundation recommendations for resistance of lateral loading
 - Deep foundation recommendations for resistance of vertical loading (pier only)

Our report will be signed by a licensed California Geotechnical Engineer.

ESTIMATED FEE AND REPORT SCHEDULE

We propose to provide the above proposed services for an approximate fee of **\$91,500**, in accordance with our current fee schedule and the attached Professional Services Agreement. We estimate that our report can be provided in 6 to 7 weeks after H.T. Harvey obtains the USACE permit as detailed in Figure 4 and Table 3. We also assume that the barge for overwater drilling can be launched from the Encinal Boat Launch or from an onsite boat ramp.

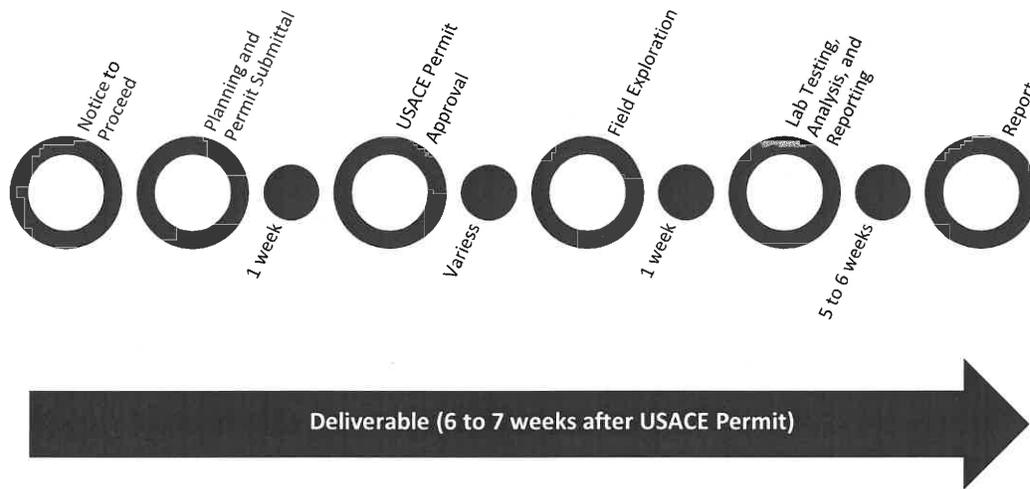


Figure 4 - Geotechnical Activities Timeline

TABLE 3
 Geotechnical Activities Timeline

Task	Estimated Duration	Estimated Fee
Project Planning, Scheduling and Permitting	Dependent on USACE Permitting	\$ 7,200
Subsurface Field Exploration	1 week	\$65,500
Laboratory Testing, Engineering Analysis, and Reporting	5 to 6 weeks	\$18,800
TOTAL	6 to 7 weeks after USACE Permit	\$91,500

SITE ACCESS

Necessary removal or unlocking of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use permits must be secured by the client prior to our field activities. If site access or weather conditions restrict our field operations, a revision to our fee may be necessary.

We will notify Underground Service Alert (USA) at least 48 hours prior to performing our subsurface exploration to locate public utilities near the explorations. ENGEO or its subcontractors will accept no responsibility for damage to existing utilities not accurately located.

Drums containing drilling fluid and soil cuttings will remain onsite up to 2 weeks after completion of explorations pending completion of environmental characterization. In the event potentially hazardous materials are identified visually or by odor within our exploratory borings/probes, we will notify you as soon as possible of such an occurrence in order to decide mutually whether to continue, modify, or cease the remainder of the field exploration program.

Additional costs incurred as a result of encountering suspected hazardous materials will be charged on a time-and-expense basis over and above the estimated fee for the exploration proposed herein.

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of Fifty Thousand Dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

PROFESSIONAL SERVICE AGREEMENT

If the proposed scope of services and fee are acceptable, please sign and return the attached Professional Services Agreement as our authorization to proceed. Work will not commence without prior receipt of an executed agreement.

We thank you for considering our firm for your important project. If you have any questions on any portion of the scope of services or any other aspect of the agreement, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated



James S. Yang
Project Engineer
jsy/jf/cjn:prop



Jeff Fippin
Principal

Attachments: Professional Services Agreement [JV1]
Summary of Hourly Rates



PROFESSIONAL SERVICES AGREEMENT

2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583-4634
(925) 866-9000 ♦ FAX (888) 279-2698

Date: February 19, 2016

Project No.: P2016.000.181

Phase: 001

ENGEO Contact: James S. Yang

Client: City of Alameda

Client Contact: Ms. Jennifer Ott

Billing Address: 2263 Santa Clara Avenue, Room 120, Alameda, CA 94501

Project Name and Location: Alameda Point – Seaplane Lagoon Ferry Terminal, Alameda, CA 94501

Scope of Services: In accordance with our attached proposal dated February 12, 2016, revised February 19, 2016.

Estimated Fees: \$91,500; in accordance with our attached proposal dated February 12, 2016, revised February 19, 2016.

TERMS AND CONDITIONS

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and ENGEO.
2. This agreement shall not be assigned by either Client or ENGEO without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and ENGEO relating to the project(s) and the provision of services to the project(s). Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement or its referenced documents are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and ENGEO.
4. ENGEO's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and ENGEO.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. ENGEO shall only act as an advisor in all governmental relations. ENGEO shall not be construed as an agent of Client.
8. ENGEO shall sign certifications only if ENGEO approves the form of such certifications prior to the commencement of services, and provided such certifications are limited to statements of professional opinion and do not constitute a warranty or guarantee, expressed or implied.
9. All reports, documents, drawings and other instruments of ENGEO's service, and copies thereof, created by ENGEO pursuant to this agreement, shall remain the property of ENGEO. Client agrees that the instruments of service provided to Client by ENGEO shall not be subject to unauthorized reuse, that is, reuse without written authorization of ENGEO. Such authorization is essential because it requires ENGEO to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, Client agrees to waive any claim against ENGEO, and defend, indemnify and hold ENGEO harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of ENGEO's instruments of service. Client further agrees to compensate ENGEO for any time spent or expenses incurred by ENGEO in defense of any such claim, in accordance with ENGEO's prevailing fee schedule and expense reimbursement policy.
10. Samples will be discarded immediately after testing. Those not tested will be discarded 30 days after sampling. Samples shall remain the property of Client, and Client shall be responsible for removal and lawful disposal of hazardous materials and containers.
11. Client shall not permit or authorize changes in the reports and documents prepared by ENGEO pursuant to this agreement. Client acknowledges that any changes and their effects are not the responsibility of ENGEO and Client agrees to release ENGEO from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless ENGEO, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
12. Client acknowledges that its right to utilize the services and instruments of service provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that ENGEO has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provided pursuant to this agreement.
13. Client is to furnish ENGEO free access to the project site in order to make the necessary borings, reconnaissance, or other explorations, whether invasive or noninvasive. ENGEO will exercise reasonable care; but some damage is unavoidable. Cost of repair is not included in the fee and is Client's responsibility.
14. Client shall furnish ENGEO the locations of all underground utilities or buried structures. ENGEO shall not be liable for damage to any utilities or structures which were not accurately defined and/or located by the Client.
15. ENGEO and Client agree that there are risks of earth movement and property damage inherent in field exploration, land development and repair; that ENGEO has not been authorized to perform the exhaustive and economically infeasible investigation necessary to eliminate such risks; and that ENGEO thus does not guarantee or warrant the results of its work.
16. Upon written request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary for ENGEO to perform its obligations under this agreement.
17. Client agrees not to use or permit any other person to use reports or other instruments of service prepared by ENGEO, which reports or other instruments of service are not final and which are not signed, stamped or sealed by ENGEO. Client agrees to be liable and responsible for any such use of nonfinal reports, or other instruments of service not signed, stamped or sealed by ENGEO and waives liability against ENGEO for their use. Client further agrees that final reports or other instruments of service are for the exclusive use of Client and may be used by Client only for the project described on the face hereof.
18. ENGEO has a right to complete all services agreed to be rendered pursuant to this agreement. Either Client or ENGEO may terminate this agreement at any time before completion of all services by giving seven (7) days written notice thereof to the other. If terminated by Client, Client agrees to release ENGEO and hold ENGEO harmless from all liability for work performed.
19. ENGEO shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
20. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which ENGEO may have for the performance of services pursuant to this agreement. Client agrees to separately provide to ENGEO the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide ENGEO with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
21. If payment for ENGEO's services is to be made on behalf of Client by a third-party lender, Client agrees that ENGEO shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
22. Charges not paid within thirty (30) days of invoice will accrue a late charge at a rate of 1.5 percent per month. If Client fails to pay ENGEO within thirty (30) days after invoices are rendered, Client agrees that ENGEO has the right to consider such nonpayment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of ENGEO under this agreement are terminated. In such event, Client shall promptly pay ENGEO for all fees, charges, and services provided by ENGEO including collection costs and related attorneys' fees. Client agrees that all billings from ENGEO to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies ENGEO in writing of alleged inaccuracies, discrepancies, or errors in the billing.
23. If ENGEO, pursuant to this agreement, produces reports, or other documents and/or performs field work, and such reports, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by Client as extra work.

24. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.
25. In the event all or any portion of the work prepared or partially prepared by ENGEO is suspended, abandoned, or terminated, Client shall pay ENGEO for all fees, charges, and services provided for the project, not to exceed any limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional fees due to suspension of the work which shall be paid by Client as extra work.
26. ENGEO is not responsible for delay caused by factors beyond ENGEO's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove ENGEO's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays occur, Client agrees that ENGEO is not responsible for damages nor shall ENGEO be deemed to be in default of this agreement.
27. ENGEO shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, or building permits.
28. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which ENGEO's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
29. Client acknowledges that ENGEO is not responsible for the performance or work by third parties including, but not limited to, the construction contractor and its subcontractors.
30. Client acknowledges that the work performed pursuant to this agreement is based upon field and other conditions discovered at the time of preparation of ENGEO's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction observation, or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and Client will defend, indemnify and hold ENGEO harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of ENGEO; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of ENGEO.
31. In the event Client discovers or becomes aware of field or other conditions which necessitate clarifications, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify ENGEO and engage ENGEO to prepare the necessary clarifications, adjustments, modifications or other changes to ENGEO's work before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify ENGEO pursuant to the provisions of this paragraph.
32. Client agrees that the sole recourse for damages to Client arising from the services provided to Client by ENGEO under this agreement shall be against ENGEO and Client waives any claim against any employees, directors, officers, agents, or affiliates of ENGEO.
33. The fee(s) quoted in this contract is valid for 60 days from the contract date and unless stated otherwise, is approximate only.
34. ENGEO'S LIABILITY FOR DAMAGE DUE TO PROFESSIONAL NEGLIGENCE, ACTS, ERRORS, OMISSIONS, BREACH OF CONTRACT AND CONSEQUENTIAL DAMAGES WILL BE LIMITED BY CLIENT TO AN AMOUNT NOT TO EXCEED AN AGGREGATE LIMIT OF FIFTY THOUSAND DOLLARS (\$50,000) OR ENGEO'S FEE, WHICHEVER IS GREATER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. In the event that Client does not wish to limit ENGEO's liability in accordance with the provisions stated herein, ENGEO agrees to waive this limitation upon written notice from the Client received within five (5) days after the date this agreement is fully executed, and Client agrees to pay Two Hundred Fifty Thousand Dollars, (\$250,000.00) or an additional sum equivalent to ten percent (10%) of the total fee, whichever is greater, said consideration to be called "Waiver of Limitation of Professional Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability. ENGEO and Client each agree that in no event will either hold the other liable for incidental or consequential damages in connection with any claim arising from or related to this agreement or ENGEO's services. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by ENGEO of such limitation of professional liability for design defects, errors, omissions, professional negligence, breach of contract and consequential damages, and to require as a condition precedent to their performing their work, a like limitation of liability on their part as against ENGEO.
35. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold ENGEO harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of ENGEO.
36. Client acknowledges that ENGEO's scope of services for this project does not include removal or abatement of environmental contaminants. Should ENGEO or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any nearby areas which may affect ENGEO's work, ENGEO may, at its option, terminate work on the project until such time as Client retains ENGEO to mitigate, abate and/or remove environmental contaminants. Client agrees that the discovery of unanticipated environmental contaminants may make it necessary for ENGEO to take immediate measures to protect health and safety. Client agrees to compensate ENGEO for all costs incident to the discovery of environmental contaminants.
37. Client recognizes that ENGEO's failure to detect the presence of environmental contaminants at a site, even though environmental contaminants may be assumed or expected to exist through the use of appropriate sampling techniques, does not guarantee that environmental contaminants do not exist at the site. Similarly, Client recognizes that ENGEO's subsurface explorations may not encounter environmental contaminants at a site, which may later be discovered. Client agrees to waive any claim against ENGEO and agrees to defend, indemnify and hold ENGEO harmless from claims or liability for injury or loss arising from ENGEO's failure to detect the presence of environmental contaminants through techniques commonly employed for the purpose.
38. Client agrees to save, indemnify, and hold harmless ENGEO against any and all liability, claims, judgments, or demands, arising from injuries or death of persons (Client's employees, subcontractors, and consultants included), damage to property, diminution in property value arising directly or indirectly out of the obligations herein undertaken or out of the services rendered by ENGEO, save and except claims or litigation arising through the sole negligence or sole willful misconduct of ENGEO, and will make good to and reimburse ENGEO for any expenditures, including reasonable attorneys fees, ENGEO may incur in such matters, and, if requested by ENGEO, will defend any such suits at the sole cost and expense of the Client.
39. Subject to any shorter period provided under applicable statutes of limitations, Client agrees that it will not assert any claim or action arising from or in any way related to ENGEO's services under this agreement later than three years following the Completion Date. This provision applies regardless of whether such claim or action alleges breach of contract, tort, indemnity, or any other legal theory, and regardless of whether it alleges any patent or latent deficiency in ENGEO's services. The Completion Date relating to the services performed under this agreement is the date of the last published technical document required under this agreement.

ENGEO INCORPORATED

CLIENT: City of Alameda

By: _____ Date: _____
 Print Name: _____
 Title: _____
 Engineer's License No.: _____

By: _____ Date: _____
 Print Name: _____
 Title: _____

SUMMARY OF HOURLY RATES PROFESSIONAL SERVICES

Effective April 2015

President.....	\$300.00 per hour
Principal Engineer/Geologist.....	\$250.00 per hour
Associate Engineer/Geologist.....	\$225.00 per hour
Senior Engineer/Geologist.....	\$200.00 per hour
Project Engineer/Geologist/Manager.....	\$185.00 per hour
Environmental Scientist.....	\$180.00 per hour
Staff Engineer/Geologist.....	\$165.00 per hour
Assistant Engineer.....	\$140.00 per hour
Construction Services Manager.....	\$160.00 per hour
Senior Field Representative II.....	\$145.00 per hour**/**
Senior Field Representative I.....	\$135.00 per hour**/**
Field Representative.....	\$120.00 per hour**/**
Environmental Technician.....	\$130.00 per hour**/**
Senior Laboratory Technician.....	\$145.00 per hour
Laboratory Technician.....	\$135.00 per hour
CAD Specialist.....	\$130.00 per hour
Network Administrator.....	\$195.00 per hour
Project Assistant.....	\$115.00 per hour

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$15.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment RentalCost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge).....\$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
All-Terrain Vehicle (Mule)	25.00	hour
Bailers (Disposable)	8.00	each
Camera - Video	10.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	20.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GPS Hand Held (Garmin)	5.00	hour
GPS Survey Grade (Trimble)	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	20.00	hour
Vehicle, mileage, misc. equipment, wireless communication	11.00	hour
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Terramodel (Hardware & Software)	20.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute