

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and TERRAPHASE ENGINEERING INC, a California S corporation, whose address is 1404 FRANKLING STREET, SUITE 600, OAKLAND, CA 94612 (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: Environmental Consulting Services. City staff issued an RFP on March 27, 2017 and after a submittal period of Eighteen (18) days received Seven (7) of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs

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 environmental consulting services, 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 _____ 2018, and shall terminate on the ____ day of _____ 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to three (3) 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 and A-1 as requested. The Provider acknowledges that the work plan included in Exhibit A and A-1 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 Exhibit B, which includes a 10% discount to the Standard Hourly Rate, and incorporated herein by this reference. 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 Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed **\$143,900.00**.

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 as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities 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 following minimum limits:

\$1,000,000 each occurrence

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 and Transportation Planning
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Jennifer Ott, Director
Ph: (510) 747-4747 / Fax: (510) 522.7538

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

Terraphase Engineering Inc.
1400 Franklin Street, Suite 600
Oakland, CA 94512
ATTENTION: Andrew Romolo, VP, PG
Ph: (510) 645.1856 / Fax: (510) 380.6304

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.

Terraphase Engineering Inc
A California S corporation

CITY OF ALAMEDA
A Municipal Corporation

NAME:
TITLE:

Elizabeth D. Warmerdam
Acting City Manager

NAME:
TITLE:

RECOMMENDED FOR APPROVAL

Jennifer Ott
Acting Assistant City Manager, and Director
of Base Reuse and Transportation Planning

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney



May 31, 2018

Ms. Michelle Giles
 Redevelopment Project Manager
 City of Alameda, Base Reuse Department
 2263 Santa Clara Avenue
 Alameda, CA 94501

sent via email to: mgiles@alamedaca.gov

Subject: Environmental/Hazardous Materials Consulting Services for Alameda Point, Base Reuse, City of Alameda

Dear Ms. Giles:

Terraphase Engineering Inc. (Terraphase) is pleased to provide this proposal to the City of Alameda ("the City") for Environmental/Hazardous Materials Consulting Services for Alameda Point. We understand that the City is looking for a highly qualified Consultant to work closely with the City's Base Reuse Department and serve as the strategic advisor, project manager, and primary point of contact for all hazardous materials issues related to Alameda Point clean-up, conveyance, development, and other related technical work. For this project, Terraphase is proposing Mr. Andrew Romolo as the main point of contact for the City.

The proposed scope of work is based on the description provided in the City's 2017 Request for Proposal as amended based on our conversations in a May 30, 2018 meeting. Terraphase understands that this proposal is for services to be provided from July 1, 2018 through July 1, 2019. Terraphase is proposing to use our 2018 standard schedule of charges, discounted 10% (Attachment 1). The billing rate for Mr. Romolo will be \$207/hour. Given the close proximity of the Oakland Terraphase office to Alameda, travel time for local meetings is estimated to be a total of 1 hour (round trip). For the meeting that takes place in San Diego, Terraphase has assumed 8 hours total for travel. For reference, we have provided the discounted Terraphase billing schedule as an attachment. The work will be completed on a time and material basis and will not exceed the proposed budget without authorization from the City. The scope of work is described below.

Proposed Scope of Work

Task		Scope Estimate	Estimated Effort	Estimated Fee
1.	Attend Regularly Scheduled Base Realignment and Closure (BRAC) Base Cleanup Team (BCT) meetings	Ten (10) in Bay Area One 2-day in San Diego	30 hr + travel 10 hr + travel	\$8,280 \$3,726
2.	Attend Regularly Scheduled Restoration Advisory Board (RAB) Meetings as an observer	Five (5) meetings in Alameda	10 hr + travel	\$3,105

3.	Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 3C Conveyance	Fifteen (15) meetings and teleconferences	20 hr + travel to 3 meetings	\$4,761
4.	Attend Meetings with Environmental Regulators and technical supplemental meetings	Five (5) meetings	13 hr + travel	\$3,726
5.	Review of Technical Documents – reports, work plans, regulator comments, preparation of draft City comments	Forty-two (42) documents - 30 perused - 6 reviewed - 6 review and comment	120 hr	\$24,840
6.	Participate in Redevelopment-related Meetings – in support of negotiations among City, developers, other parties related to environmental matters	Eighteen (18) meetings and teleconferences	30 hr + travel to 4 meetings	\$7,038
7a.	Review and Finalize the Draft Final Site Management Plan for Phase 3B (SMP). Update and Finalize in accordance with final edits and comments		16 hr	\$3,312
7b.	Prepare Draft SMP Update for Phase 3C Transfer – prepare response to comments, revising draft SMP text, tables, and figures, reproduction, and distribution		24 hr	\$4,968
7c.	Prepare Draft Final SMP Revision for Phase 3C Transfer – prepare Response to Comments, revising the draft final SMP text, tables, and figures, reproduction, and distribution		18 hr	\$3,726
7d.	Prepare Final SMP Revision for Phase 3C Transfer – prepare Response to Comments, revising the draft final SMP text, tables, and figures, reproduction, and distribution		10 hr	\$2,070
8.	Additional Consultation - at City request (preauthorized), including becoming familiar with historical environmental work at Alameda Point, as needed		up to 40% of the budget for the above tasks	\$27,821
9.	Project Management – including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.		up to 5% of the budget for the above tasks	\$4,869

10.	Clement Ave/Tilden Way Project. Phase I ESA Review, Phase II Work Plan, Phase II Implementation and Phase II Reporting			\$18,000
	Total Budget			\$120,242

The City has requested that Task 10 be included to complete the review of a Phase I Environmental Site Assessment (ESA), Prepare a Phase II Work Plan and implement the Work Plan. Based on a preliminary review of the Phase I ESA, Terraphase anticipates that a Phase II investigation will include a direct push investigation at nine locations. Nine soil samples will be collected for laboratory analysis of the following:

- Volatile organic compounds (VOCs);
- Semi-volatile organic compounds (SVOCs);
- Title 22 metals;
- Polychlorinated biphenyl's (PCBs);
- Total petroleum hydrocarbons as diesel, gasoline, and motor oil;
- chlorinated herbicides;
- pesticides;

Terraphase anticipates one day of field activities and assumes that the work for Task 10 will not require regulatory review at this time. The initial laboratory results will be evaluated relative to the intended end use of the property. If additional sampling is determined to be warranted, a separate budget request will be required.

Based on the scope of work described above, Terraphase is proposing a \$120,242 budget to be completed on a time and materials basis in accordance with the rate schedule provided as Attachment 1. We are grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this proposal, please contact Mr. Andrew Romolo at 510-326-1473.

Sincerely,

For Terraphase Engineering Inc.



Andrew Romolo, PG
Vice President/Principal Geologist

Attachments: Attachment 1: Standard Schedule of Charges with 10% Discount/10% ODC

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____

Printed Name: _____

Title: _____ *Date:* _____



June 18, 2018

Ms. Michelle Giles
Redevelopment Project Manager
City of Alameda, Base Reuse Department
2263 Santa Clara Avenue
Alameda, CA 94501

sent via email to: mgiles@alamedaca.gov

Subject: Building 360, Indoor Air Sampling, Alameda Point, Base Reuse, City of Alameda

Dear Ms. Giles:

Terraphase Engineering Inc. (Terraphase) is pleased to provide this proposal to the City of Alameda ("the City") to implement the scope of work described in the June 10, 2018 Work Plan, "Air Quality Investigation Work Plan, Building 360, Alameda Point, Alameda, California" prepared by Roux Associates, Inc. ("the Work Plan"). The Work Plan was approved by the Department of Toxic Substances Control (DTSC) and provides the scope of work for performing indoor air sampling within Building 360 at Alameda Point. Terraphase is proposing to complete the work on a time and materials basis.

Scope of Work

The field activities and associated reporting will be done in accordance with the procedures described in the Work Plan. Terraphase understands that the goal of the proposed investigation is to characterize potential air contamination inside Building 360 and to provide a line of evidence to help determine if Building 360 is safe for commercial tenant occupancy without any mitigation or remediation systems. Terraphase will perform the work in accordance with the health and safety provided as an attachment to the Work Plan. Based on a review of the work plan, the anticipated scope of work includes the following:

- Chemical survey of Building 360 will be performed
 - Chemical/VOC contributors will be identified and removed from the building at least one week prior to sampling.
 - A preliminary walk through did not reveal anything that will require to be removed. Terraphase anticipates performing a more thorough walk through of the building to confirm this. However, for this proposal, it was assumed that no time will be required to arrange removal and temporary storage of chemicals in Building 360.
- Site pathway and chemical historical use inventory evaluation prior to sampling.
 - It is anticipated that the Navy will provide utility maps entering the building that can be reviewed prior to sampling.

- In accordance with the Work Plan, a utility locator will be retained to assess areas for preferential pathways.
 - It is anticipated that the Navy will provide information regarding historical uses at the Site. At this time, Terraphase is not anticipating further records review.
- Three ambient air samples will be collected NW, E and S directions from the building
 - Terraphase will perform wind speed and direction monitoring to verify that at least one sample location is located upwind of the building.
 - Weather conditions will be noted prior to sampling and periodically throughout the sample collection period.
 - Prior to and during sampling, wind speed and direction will be measured using a hand held anemometer. Samples will not be collected when wind speeds exceed 35 miles an hour.
- 13 indoor air samples will be collected at the approximate locations illustrated in the Work Plan. Final locations of indoor air samples will be based on the utility survey as well as building observations.
 - A total of two duplicate samples will be collected using a splitter with a single intake.
 - Air sampling equipment intakes will be situated approximately 4 feet to 5 feet above the ground surface.
- Terraphase anticipates completing the sampling in July 2018.
- Reporting will include a data table deliverable to the regulatory agencies and client project team upon completion of the sampling. The data will be screened in accordance to the procedures described in the Work Plan. After the second sampling event, a report will be prepared to summarize the investigation procedures and to provide the information required by the Work Plan.

At this time, only one sampling event will be completed. If additional sampling and reporting is required, a separate work order will be completed. The time will be billed in accordance with the rate schedule provided as Attachment 1 to this proposal. Table 1 summarizes the proposed project costs. Terraphase will complete this work on a time and material basis for \$23,658. Terraphase will not exceed this budget without authorization from the City.

We are grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this proposal, please contact Mr. Andrew Romolo at 510-326-1473.

Sincerely,
For Terraphase Engineering Inc.



Andrew Romolo, PG
Vice President/Principal Geologist

Attachments: Attachment 1: Standard Schedule of Charges with 10% Discount/10% ODC

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____

Printed Name: _____

Title: _____ *Date:* _____

Attachment 1
Time and Materials Budget Summary
Proposal to Implement
Indoor Air Sampling
Alameda Point,
City of Alameda, California

Category	Units	Standard Rate	Discount	Discounted Rate	Task 1: Utility Locating and Indoor Air Sampling		Task 2:Fall/Winter Sampling		Task 3: Initial Data Reporting (Data Table and Applicable Screening) Client/Regulatory Correspondence		Total
					Quantity	Cost	Quantity	Cost	Quantity	Cost	
Labor											
Principal Engineer/Scientist	hour	\$230.00	10%	\$ 207.00	6	\$1,242	0	\$0	8	\$1,656	\$2,898
Associate Engineer/Scientist	hour	\$212.00	10%	\$ 190.80	0	\$0	0	\$0	0	\$0	\$0
Associate Engineer/Scientist	hour	\$197.00	10%	\$ 177.30	0	\$0	0	\$0	0	\$0	\$0
Senior Project Engineer/Scientist	hour	\$185.00	10%	\$ 166.50	0	\$0	0	\$0	0	\$0	\$0
Project Engineer/Scientist	hour	\$169.00	10%	\$ 152.10	24	\$3,650	0	\$0	16	\$2,434	\$6,084
Senior Staff Engineer/Scientist	hour	\$148.00	10%	\$ 133.20	4	\$533	0	\$0	0	\$0	\$533
Staff 2 Engineer/Scientist	hour	\$129.00	10%	\$ 116.10	0	\$0	0	\$0	0	\$0	\$0
Staff 1 Engineer/Scientist	hour	\$107.00	10%	\$ 96.30	0	\$0	0	\$0	0	\$0	\$0
Technician 2	hour	\$114.00	10%	\$ 102.60	0	\$0	0	\$0	0	\$0	\$0
Technician 1	hour	\$74.00	10%	\$ 66.60	0	\$0	0	\$0	0	\$0	\$0
Administrator	hour	\$82.00	10%	\$ 73.80	0	\$0	0	\$0	0	\$0	\$0
Total Terraphase Labor					\$5,425		\$0		\$4,090		\$9,515
Direct Costs											
Equipment											
Anemometer	Daily	\$30.00		\$ 30.00	1	\$30	0	\$0	0	\$0	\$30
Misc Field Supplies (Tables)	LS	\$1,100.00		\$ 1,100.00	1	\$1,100	0	\$0	0	\$0	\$1,100
Total Equipment					\$1,130		\$0		\$0		\$1,130
Subcontractor											
Utility Surveyor	LS	\$ 1,300.00		\$ 1,300.00	1	\$1,300	0	\$0	0	\$0	\$1,300
Laboratory	LS	\$ 10,000.00		\$ 10,000.00	1	\$10,000	0	\$0	0	\$0	\$10,000
Total Subcontractor Costs					\$11,300		\$0		\$0		\$11,300
Expenses											
Mailing	lump	\$ 100.00		\$ 100.00	1	\$100	0	\$0	0	\$0	\$100
Miscellaneous	lump	\$ 100.00		\$ 100.00	1	\$100	0	\$0	0	\$0	\$100
Total Expenses					\$200		\$0		\$0		\$200
Direct Cost Handling Charge					15% 66.6% 10.0%		\$1,263		\$0		\$1,263
Unit Price Expenses (No Mark-Up)											
Truck	Day	\$125.00		\$ 125.00	2	\$250	0	\$0	0	\$0	\$250
Mileage	Mile	\$ 0.56		\$ 0.56	0	\$0	0	\$0	0	\$0	\$0
Total Unit Price Expenses (No Mark-Up)					\$250		\$0		\$0		\$250
Project Totals					\$19,568		\$0		\$4,090		\$23,658

Prepared by:	AMR
Reviewed by:	AMR



2018 Standard Schedule of Charges with 10% Discount/10% ODC

Labor Classification	Standard Hourly Rate	Hourly Rate with 10% Discount
Principal Engineer/Scientist	\$230	\$207.00
Senior Associate Engineer/Scientist	\$212	\$190.80
Associate Engineer/Scientist	\$197	\$177.30
Senior Project Engineer/Scientist	\$185	\$166.50
Project Engineer/Scientist	\$169	\$152.10
Senior Staff Engineer/Scientist	\$148	\$133.20
Staff 2 Engineer/Scientist	\$129	\$116.10
Staff 1 Engineer/Scientist	\$107	\$96.30
Technician 2	\$114	\$102.60
Technician 1	\$74	\$66.60
Administrator	\$82	\$73.80

Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. For each day when testimony is provided, a minimum of 8 hours will be billed. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent handling charge (standard handling charge is fifteen percent). Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).

Payment

Payment is to be mailed to Terraphase Engineering Inc., 1404 Franklin Street, Suite 600, Oakland CA 94612 and is due within 30 days of receipt of invoice. A service charge of 1.5% per month or the allowable legal rate may be charged on amounts that are past due for more than 30 days.