



PUBLIC NOTICE

CITY OF ALAMEDA HEALTH CARE DISTRICT BOARD OF DIRECTORS

**SPECIAL MEETING AGENDA**

**Tuesday April 30, 2024**

**OPEN SESSION: 4:30PM**

**LOCATION:** AH – EXECUTIVE BOARDROOM

Join Zoom Meeting

<https://us02web.zoom.us/j/83782085682?pwd=OGRRCR09TaTc1UEMwV2VTR2V0WG9MQT09>

Meeting ID: 837 8208 5682

Passcode: 665511

Dial by your location

• +1 669 444 9171 US

• +1 669 900 6833 US

**Office of the Clerk: 510-263-8223**

*Members of the public who wish to comment on agenda items will be given an opportunity before or during the consideration of each agenda item. Those wishing to comment must complete a speaker card indicating the agenda item that they wish to address and present to the District Clerk. This will ensure your opportunity to speak. Please make your comments clear and concise, limiting your remarks to no more than three (3) minutes.*

**I. Call to Order**

Dr. Robert Deutsch,  
President

**II. Roll Call**

Alixandria Williams,  
District Clerk

**III. General Public Comment**

**IV. Adjourn into Executive Closed Session**

A.	Call to Order	Dr. Robert Deutsch, President
B.	Report on Health Care Trade Secrets	Health and Safety Code Sec. 32106
C.	Litigation	Government. Code Sec. 54956.9

**V. Reconvene to Open Session**

A	ACTION ITEMS	
✓	1)	Meeting Minutes From April 8, 2024 <b>ENCLOSURE Pages ( 3 - 7 )</b>
✓	2)	Approval of Proposed Amendment to Joint Powers Agreement (JPS) with AHS enabling Alameda Hospital Seismic and Operational Retrofit Project
		Dr. Robert Deutsch, President
		Tom Driscoll, Legal Counsel

City of Alameda Healthcare District, April 30, 2024

✓ Included in the PDF posted on April 26, 2024



PUBLIC NOTICE

		<b>ENCLOSURE Pages (8 - 22)</b>	
✓	3)	Approval of Pre- Work and Design Development and Consulting Fees for Project 1: NPC 4 Upgrades <b>ENCLOSURES Pages ( 23 -71)</b>	Debi Stebbins, Executive Director

	<b>INFORMATIONAL ITEMS</b>		
	1)	Overview of Budgetary Control System	Kristen Thorson Eric Schottgen, Porter Consulting

<b>June 10<sup>th</sup> Agenda Preview</b>	
1)	Presentation for FY 2025 Goals and Operating Budget
2)	Presentation of Proposed Spending Authority for Alameda Hospital Seismic and Operational Upgrades Project
3)	Distribution of Balance of Jaber Funds for FY 2024

**XI. Adjournment**

Next Scheduled Meeting Date <b>June 10, 2024</b> (2 <sup>nd</sup> Monday, every other month or as scheduled)	Open Session 5:30 PM
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**City of Alameda**  
HEALTH CARE DISTRICT

**Meeting Minutes for April 8, 2023**

**Location: Conference Room A**

<b>Board Members Present</b>	<b>Legal Counsel Present</b>	<b>Also Present</b>	<b>Absent</b>
Robert Deutsch, MD Gayle Codiga, - Zoom Stewart Chen, DC Jeff Cambra	Tom Driscoll	Dr. Mahler Louise Nakada Dr. Joshi Kim Miranda Richrd Espinoza Chris Adams James Helena Gary Hicks	

<b>Agenda Item/Topic</b>	<b>Presentation and Discussion Notes</b>	<b>Action/Follow-Up</b>
Call to Order	The meeting was called to order at 4 p.m. by the Board president Dr. Robert Deutsch.	
Roll	Roll was called prior to the start of the closed session. A quorum of Directors was present.	
Alameda Health System/ Alameda Hospital Update	Dr. Mahler updated the group on the progress made by the Transition Committee. They identified three areas that could contribute to closing the \$7.5 million gap:  1. Post Acute Payor Mix – Moving towards a more Medicare-based volume by at least 5 percent. Expected to increase revenue by \$350,000 annually.  2. Shorten length of stay by 0.26 days – Expected to reduce costs by \$2 million annually.  3. Relocation of elective and emergent procedures – Expected to reduce costs by \$6.5 to \$8.5 million annually.  CAO Report:	

	<p>Dr. Mahler focused on the areas of concern for the True North Metric Dashboard, which included C difficile events and possible over testing for C diff, patient falls with injuries, and hospital-acquired pressure ulcers.</p> <p>While there are many areas of concern or "red" in the True North Metric system, there is no threshold; the measure is either red, indicating a need for improvement, or green, signifying that the goal is being met. However, many areas have shown significant improvement from last year but are still falling below the expected goal. As the True North Metric system is revamped for next year, Dr. Mahler will review it to ensure that the goals and expectations align with the hospital's needs.</p> <p>Regarding Patient Emergency Rig Offload Time, Alameda Hospital is outperforming the other campus.</p>	
Creedon Wound Care Center Update	<p>Sue Fairbanks, the Program Director for the Creedon Wound Care Center, updated the group on the status of the center. Her focus was to inform the group about the need for wound care centers and the services provided at Creedon.</p> <p>2023 Patient Numbers:</p> <ul style="list-style-type: none"> <li>- Wound Care Visits: 7,117</li> <li>- New Patients: 520</li> <li>- Hyperbaric Oxygen Treatments: 3,813</li> <li>- Comprehensive Healing Rate: 72.15% (the goal is 80%). If patients go to the hospitals, then it counts against the center as a healed wound or if patients move.</li> </ul> <p>Ms. Fairbanks informed the group that the intention of a wound care center is to offer advanced modalities such as bioengineered skin supplements, specialty dressings, negative pressure therapy, debridement, vascular assessments, diabetic and nutritional counseling, biopsies, and diagnostics for atypical wounds, as well as hyperbaric oxygen therapy.</p> <p>Additionally, Creedon has received many new upgrades such as automatic doors and security enhancements to improve the functionality of the facility.</p> <p>There is currently a waiting list of 150 people and most referrals are given from physicians.</p>	
Financial Update	<p>Ms. Miranda highlighted the January 2024 Alameda Hospital Financial Statements. General Acute days are below budget, which is consistent with the whole system. Discharges are positive. Length of Stay is at 4.1 days, which is below the budgeted 4.6 days year-to-date and also below last year's 5.2 days. The ED visits were really high for January. Inpatient surgeries are still below budget, while outpatient surgeries are above budget due to pain and anesthesia cases. Skilled nursing discharges fell below budget slightly; however, the bed holds are in place, and the census is above budget.</p> <p>There was a negative contribution for January 2024. The net revenue is down due to surgical cases, primarily orthopedics, which have been moved out. Salaries looked positive due to FTEs, most of which come from skilled nursing. Registry rates have decreased by 33 percent. Materials and supplies show a</p>	

	\$407k savings once orthopedics was moved out.	
Patient Care Experience Report	<p>Mr. Adams informed the group that there is still a full-time vacancy for an RN educator. The overall vacancy rate has reduced from 35 percent in October 2023 to 24 percent in January 2024. Contract negotiations are still ongoing, with meetings happening four times a month. The goal remains to get one contract for Alameda and San Leandro Hospitals. SEIU is also undergoing contract negotiations, which mostly affects Highland Hospital.</p> <p>AH Monthly Inpatient Care Experience Scores:</p> <p>AH exceeded the goal for the month of February; March has not been closed out yet. Distribution of responses: 16 people would definitely recommend AH, and 1 probably would. Nurse leader rounding has also been more consistent day-to-day, including weekends. A significant patient satisfier in the ER is ensuring quick patient turnover. There is also ongoing work to make the triage area more private for patients.</p>	
Alameda Hospital Medical Staff Update	Dr. Joshi added that the medical staff is concerned about completely removing surgery services and what Alameda will be able to offer once they are removed. She also noted that transferring patients in a more timely manner is something that needs improvement.	
President's Report	Dr. Deutch informed the group that the District is in negotiations with AHS regarding allowing the parcel tax to be used toward seismic upgrades. Hopefully, during the next meeting, there will be an update on the JPA and the status of the negotiations.	
Property Oversight Committee	Mr. Cambra informed the group that an RFP was sent out to various property management companies to oversee the Jaber properties. Additional questions were sent to the three companies being considered to better vet them. Once this information has been received, a recommendation can be brought forward during the June 10th meeting.	
Executive Director Report	<p>Ms. Stebbins informed the group that AB 2157 passed the local government committee and is scheduled to go to the floor of the assembly this month. There is no expected opposition. Once the bill goes to the assembly, it will move on to the senate and then to the governor to hopefully be signed.</p> <p>Porter Consulting has been engaged as the owner's rep, and during the June 10th meeting, a proposal to authorize Ratcliff for the design development will be brought forward. There is a lot of coordination happening with AHS to ensure things are happening seamlessly.</p> <p>Ms. Stebbins also presented a draft budget to the group. The biggest variance in the operating budget would be for strategic planning and advocacy. Year-to-date, it was projected to spend \$175,000 in total towards strategic planning and advocacy. However, due to the increase in architectural planning along with the use of Gray Hicks, Porter, and increased legal fees, the expected budget is now \$445,000.</p>	

	<p>When the first tranche of financing is distributed in August, the District will be reimbursed first, and they will then turn that money over to AHS, which would have otherwise been used for the Parcel Tax Distribution.</p> <p>Ms. Stebbins noted that the District has been supporting the CARE program for the Fire Department for the last three years at \$250,000. The goal is to minimize ambulance traffic. There is additional funding coming from the state, and Ms. Stebbins will set a meeting with Chief Lubby to discuss their needs. The formal goals will be brought to the board during the June 10th Board meeting.</p>	
	<p>Dr. Deutsch informed the group that the JPC has proposed a 66-bed Med Surg Bed option along with an 18-bed Medical SNF unit at an estimated cost of \$55 million. The District and AHS are going through negotiations to ensure both parties are in agreement with the terms.</p>	

Consent Agenda		
Acceptance of March 11, 2024 Meeting Minutes and January/February 2024 Financial Statements	A motion to accept the March 11 <sup>th</sup> meeting minutes along with the January and February 2024 Financial statements was made by Mr. Cambra and Seconded by Dr. Deutsch. The motion was unanimously approved.	Motion Approved
Action Items		
Distribution of Jaber Funds to AHS	<p>A recommendation was made to approve the \$60,373.80 for patient care equipment provided by Mr. Harding. Dr. Deutsch asked if 4 hover jacks were needed as there is a need for other necessary equipment such as wheelchairs in the subacute department. Dr. Deutsch also asked if Mr. Adams could go around to the different departments to ask what is needed to increase patient care.</p> <p>A motion was to approve Mr. Harding's recommendation minus the Hover Jacks was made by Dr. Deutsch and seconded by Ms. Codiga. The Motion was unanimously approved.</p>	Motion Partially Approved
Approval of Property Inspections	Mr. Cambra updated the group on the condition of the Pearl Street property and the potential upgrades that need to happen. Additionally, Mr. Cambra presented the two property inspection proposals: the commercial inspection would be \$650, and the residential unit inspection would be \$2850. A motion was made to approve the two property inspections by Dr. Chen and seconded by Dr. Deutsch. The motion was passed 3 to 1.	Motion Passed 3 to 1.
Approval of Audit Engagement	Ms. Stebbins provided a recommendation to engage JWT for the FY 2024 audit. The motion was made by Ms. Codiga and seconded by Mr. Cambra, and it was unanimously approved.	Motion Approved

Minutes submitted by: Alixandria Williams, Executive Assistant

Approved: \_\_\_\_\_

THOMAS L. DRISCOLL  
ATTORNEY AT LAW

## MEMORANDUM

**TO:** Board of Directors, City of Alameda  
Health Care District

**FROM:** Tom Driscoll  
District General Counsel

**CC:** Deborah E. Stebbins  
Executive Director

**DATE:** April 25, 2024

**RE:** Amendment to Joint Powers Agreement

Attached for approval by this Board of Directors is the near-final proposed Amendment to the 2013 Joint Powers Agreement between the District and Alameda Health System (AHS). The Amendment itself is the product of the District's negotiation with AHS since the 1<sup>st</sup> of the year. But the District and AHS were in regular and detailed discussions throughout 2023 on how best to ensure Alameda Hospital's compliance with the state's 2030 seismic requirements. Although the Amendment itself goes into considerable detail, the principal terms of the document are as follows:

1. The Parties (the District and AHS) have agreed to a plan whereby the District will finance (with the proceeds from the issuance of long term Certificates of Participation ("COPs") – a form of debt available to districts) secured by and payable from the parcel tax revenues approved by registered voters residing in the City of Alameda in 2002 (the "Parcel Tax Revenue"). The borrowing will pay for the planning, design and construction of improvements to Alameda Hospital in order to make it compliant with the 2030 Seismic Requirements and to make other improvements to the Hospital that will enhance the delivery of healthcare services to citizens of Alameda (the "Project").
2. The District will arrange for the funding of the Project (the "Funding") through the sale of tax-exempt COPs, using the Parcel Tax Revenue as security for and as a source of repayment of the resultant principal and interest payment obligations over not more than 35 years. The COPs are anticipated to be issued in two (2) series (A & B) the first in August of 2024, and the second toward the end of 2025.
3. The elements of the Project that are specific to the satisfaction of the 2030 Seismic Requirements (the "Seismic Upgrades") are determined by California statute and regulations. The elements of the Project that are not specific to the



satisfaction of the Seismic Upgrades (the “Operational Upgrades”) shall be determined by AHS, in consultation with District;

4. To keep track of the COP Funding, the District shall maintain separate budgets and accounting schedules for the Project (“Project Account”), and the Funding will be equitably allocated and earmarked to the following categories:
  - a) Seismic Upgrades Project Account
  - b) Operational Upgrades Project Account
  - c) Costs of Issuance Account
5. Assuming a Series A issuance of \$13,500,000, the Parties agree that the foregoing accounts shall be initially funded (from COP proceeds) and earmarked for use in the following accounts and amounts:
  - a) \$9,773,473 for the Seismic Upgrades Project Account
  - b) \$3,249,777 for the Operational Upgrades Project Account
  - c) \$476,750 for the Costs of Issuance Account
6. Assuming a Series B issuance of \$41,500,000, the Parties estimate that the foregoing accounts shall be funded (from COP proceeds) and earmarked for use in the following accounts and amounts:
  - a) \$19,134,397 for the Seismic Upgrades Project Account
  - b) \$21,842,353 for the Operational Upgrades Project Account
  - c) \$523,250 for the Costs of Issuance Account
7. The Parties will meet on a monthly basis during the pendency of the Project to discuss the budgets and accounting schedules and make appropriate adjustments to ensure that funds are equitably allocated and earmarked, and that sufficient funds are available to fund the Seismic Upgrades, the Operational Upgrades, and the Costs of Issuance.
8. Prior to the commitment to proceed with, the Series B COPs, the District shall cause the general contractor on the Project to obtain firm bids from its subcontractors and vendors (with no material gaps in scope) such that pricing of the Project can be determined within a reasonable margin of error covered by the construction contingency fund, and shall cause the contractor to issue a Guaranteed Maximum Price, or another mutually agreed upon contract structure, for the Project.
9. The Parcel Tax Revenue that has historically been paid to AHS (after payment of District Expenses) will be first applied as the source of repayment of the COPs. The District expects that, based on current market conditions, the Parcel Tax Revenue will be sufficient to support the repayment of the COPs, assuming a

principal repayment of not more than 35 years. District shall cause AHS to have no obligation or risk for repayment of the COPs.

10. To enhance the security of the COPs, so they will be attractive investments to lenders, and to qualify for an optimal/affordable interest rate, a “statutory lien” will be necessary. A statutory lien is a distinct type of lien that arises solely by force of statute, without any prior consent between the Parties or judicial action. The District caused appropriate legislation to be prepared for the statutory lien and, after introduced by Assembly Member Mia Bonta, it was approved by the Assembly. It will soon be taken up by the state Senate, after which it will require approval by the Governor.
11. The structure of the COP offering requires that Parcel Tax Revenue collected by Alameda County will be paid over in their entirety to the Trustee (known as a “lockbox”) which, in turn, will make regular payments of principal and interest on the COPs. Any funds remaining will then be paid over to the District and, after paying the District Expenses and other authorized expenses, the District will pay the remaining balance of any excess Parcel Tax Revenue over to AHS for the continuing operation and maintenance of Alameda Hospital.
12. District shall continue to have the following “Reserved Rights” and privileges which shall be binding contractual obligations of AHS:
  - a) AHS shall not change the name of Alameda Hospital without the consent of District.
  - b) AHS shall not reduce the number of Alameda Hospital’s licensed beds for acute inpatient services to less than fifty (50) or close Alameda Hospital’s Basic Level Emergency Department, in either case, without the prior written consent of District; provided, however, District shall not unreasonably withhold its consent to a reduction in the fifty (50)-bed requirement if AHS can demonstrate a strategic need for such reduction that does not materially and negatively impact the ability of the hospital to provide adequate (data driven) acute inpatient service needs, including the Hospital’s Basic Level Emergency Department.
  - c) A “District Designee” shall be appointed to the AHS Board in accordance with Section 3.2 of the JPA.
  - d) District shall have certain rights set forth in Section 3.4 of the JPA.
  - e) AHS shall develop and submit to District for approval the Parcel Tax Budget within the time period set forth in Section 2.3 of the JPA.
  - f) AHS shall make the AHS Capital Contributions for planned expenditures for the financial and capital needs of Alameda Hospital as contemplated in Section 2.4 of the JPA.
  - g) AHS shall make available on a regular and mutually agreeable basis meeting rooms required for the conduct of District business.

13. The Agreement shall continue in effect until terminated as provided in this Article 6 of the JPA, but in no event prior to the full repayment of the COPs.

Thomas L. Driscoll, Attorney at Law  
415/999-3507 (cell)  
tdriscoll@tld3.com

## **AMENDMENT TO JOINT POWERS AGREEMENT**

This Amendment to Joint Powers Agreement (this "Amendment") is entered into as of \_\_\_\_\_, 2024 (the "Effective Date"), by and between ALAMEDA HEALTH SYSTEM, a public hospital authority created by the Alameda County Board of Supervisors pursuant to Section 101850 of the California Health and Safety Code ("AHS"), and the City of Alameda Health Care District, a California health care district organized under the California Local Health Care District Law, California Health and Safety Code 32000 *et seq.* ("District"). Each of AHS and District are referred to herein as a "Party" and together as the "Parties".

This Amendment is entered into pursuant to California law, including the provisions of Chapter 5 (beginning with Section 6500) of Division 7 of Title 1 of the Government Code, authorizing local public entities, including healthcare districts and counties, to exercise their common powers through joint powers agreements, and Section 14000.2 of the California Welfare and Institutions Code, authorizing the integration of county hospitals with other hospitals into a system of community service.

### **RECITALS**

A. District owns Alameda Hospital, a duly licensed general acute care hospital, and owns and/or leases other separately located facilities and hospital distinct part units, all located in Alameda, California (collectively, "Alameda Hospital").

B. AHS operates Alameda Hospital pursuant to the agreements set forth in that certain Joint Powers Agreement, dated November 26, 2013 (the "2013 JPA").

C. AHS, with District support and input, continues to seek ways to operate Alameda Hospital within budgetary constraints while continuing to deliver comprehensive, high quality acute medical care, emergency services, health and wellness services, and community health benefits responsive to the diverse needs of the community. AHS has heretofore received assistance via a portion of the Parcel Tax Revenue to accomplish these goals pursuant to the 2013 JPA.

D. District and AHS believe that Alameda County residents are best served by the preservation of Alameda Hospital as a health care resource in Alameda County under the terms and conditions of the 2013 JPA as amended hereby.

E. To facilitate the preservation of Alameda Hospital as a health care resource in Alameda County, District and AHS intend, by the joint exercise of their common statutory powers, to provide for the operation of health care facilities as set forth in the 2013 JPA and this Amendment, to provide for the continuing operation of Alameda Hospital through the continuing delegation to AHS of possession and control, and the ongoing operation, management and oversight, of Alameda Hospital, which shall include, but not be limited to, responsibilities for licensure, governance, operation, administration, financial management and maintenance (including, but not limited to, compliance with ongoing regulatory and seismic requirements to the extent set forth herein) of Alameda Hospital, all for the benefit of

the communities that both Parties serve.

F. With respect to the State's 2030 seismic retrofit requirements (the "2030 Seismic Requirements"), pursuant to SB 1953, the Parties have agreed to a plan whereby District will finance (with the proceeds from the issuance of Certificates of Participation ("COPs")) secured by and payable from parcel tax revenues approved by registered voters residing in the City of Alameda on April 9, 2002 (the "Parcel Tax Revenue"), the planning, design and construction of improvements to Alameda Hospital in order to make it compliant with the 2030 Seismic Requirements and to make other improvements to the Real Property as more particularly described hereinbelow (the "Project"). The COPs are anticipated to be issued in two (2) tranches or series.

## AGREEMENT

NOW THEREFORE, the Parties hereby agree to amend the 2013 JPA as follows:

### **1. Amendments to the 2013 JPA:**

**a. Section 2.7 is hereby added to the 2013 JPA as follows:**

"2.7. 2030 Seismic Requirements. Under the 2013 JPA, the District assigned the Parcel Tax Revenues, less District Expenses, to AHS to support the operation and maintenance of Alameda Hospital. As of the date hereof, it is estimated that it will cost \$54,000,000 to implement the Project, comprising the improvements necessary to satisfy the 2030 Seismic Requirements, and complete other improvements for the upgrade and repurposing of Alameda Hospital as necessary to make Alameda Hospital more sustainable and responsive to current and anticipated community healthcare needs. Neither AHS nor the District has the current ability to pay for the Project. However, District and AHS have now agreed to finance the Project as follows:

- a) District will arrange for the funding of the Project (the "Funding") through the sale of tax-exempt COPs, using the Parcel Tax Revenue as security for and as a source of repayment of the resultant principal and interest payment obligations over not more than 35 years. The COPs will be structured in the form of a lease/leaseback or sale/purchase, with such structures utilized solely for financing purposes. No property will actually be leased or sold in the traditional concept of real estate transfers. The terms of such COPs structuring shall be subject to the approval of AHS, which approval shall not be unreasonably withheld. Any AHS right to approve, consent to or provide input with respect to matters under this Amendment shall be deemed approved or consented to unless AHS conveys a contrary view, in writing or by email as follows: Within seven (7) calendar days of AHS's receipt of written notice from the District for consent or approval to any particular item concerning the COPs or Project ("Approval Notice") (and if no response is given by AHS to the first Approval Notice, then within two (2) business days of AHS's receipt of a second Approval Notice), the specific item submitted for AHS's approval or consent shall be deemed approved by AHS. For clarity, only a non-

response to both the first and second Approval Notice shall result in such request being deemed approved or consented to by AHS. All Approval Notices from the District shall be sent via email to: Mark Fratzke ([mfratzke@alamedahealthsystem.org](mailto:mfratzke@alamedahealthsystem.org)); \_\_\_\_\_; and \_\_\_\_\_; shall include in the subject line: "URGENT - NOTICE FOR REQUEST FOR APPROVAL BY THE DISTRICT"; and shall be emailed (with no-bounce back message) to each of the above addressees, with both "*Delivery receipt confirming the message was delivered to the recipient's email server*" and "*Read receipt confirming the recipient viewed the message*" applied to such emails. Delivery of the applicable Approval Notice shall only occur upon written confirmation (received back to the sender) that the Approval Notice was delivered to each of the recipients' email server and that each of the recipients viewed the message.

- b) Costs associated with the arrangement of the COPs, along with pre-construction related Project costs (e.g., legal, architect and consulting fees), shall be funded by the Parcel Tax Revenue as reasonably determined by the District and subject to the approval of AHS, which approval shall not be unreasonably withheld.
- c) The elements of the Project that are specific to the satisfaction of the 2030 Seismic Requirements (the "Seismic Upgrades") are determined by California statute and regulations. The elements of the Project that are not specific to the satisfaction of the Seismic Upgrades (the "Operational Upgrades") shall be determined by AHS, in consultation with District; however, AHS shall have the final decision as to all matters concerning the Operational Upgrades. AHS shall use commercially reasonable efforts to provide a high level determination of the scope of the Operational Upgrades by May 15, 2024.
- d) District shall maintain separate budgets and accounting schedules for the Project ("Project Account") (see Exhibit A to this Amendment), to be equitably allocated and earmarked to the following categories:

Seismic Upgrades Project Account  
Operational Upgrades Project Account  
Costs of Issuance Account

The Seismic Upgrades Project Account and the Operational Upgrades Project Account are hereinafter collectively referred to as the "Project Account".

Assuming a Series A issuance of \$13,500,000, the Parties agree that the foregoing accounts shall be initially funded (from COP proceeds) and earmarked for use in the following accounts and amounts:

\$9,773,473 for the Seismic Upgrades Project Account  
\$3,249,777 for the Operational Upgrades Project Account  
\$476,750 for the Costs of Issuance Account

(includes the Underwriter's Discount)

Assuming a Series B issuance of \$41,500,000, the Parties estimate that the foregoing accounts shall be funded (from COP proceeds) and earmarked for use in the following accounts and amounts:

\$19,134,397 for the Seismic Upgrades Project Account  
\$21,842,353 for the Operational Upgrades Project Account  
\$523,250 for the Costs of Issuance Account  
(includes the Underwriter's Discount)

The Parties shall meet on a monthly basis during the pendency of the Project to discuss the budgets and accounting schedules and make appropriate adjustments to ensure that funds are equitably allocated and earmarked, and that sufficient funds are available to fund the Seismic Upgrades, the Operational Upgrades, and the Costs of Issuance. No disbursements from the Project Account or Costs of Issuance Account will be made by U.S. Bank Trust Company, NA, as Trustee (the "Trustee") for the COPs, without the written approval of the Parties.

Once a distribution is approved, the District may submit a requisition to the Trustee for a disbursement of funds by the Trustee in accordance with the Parties' approval. To support such requisition, the District will obtain from each vendor/contractor, to the extent possible, an invoice (or separate invoices) that equitably allocate costs among the Project Accounts, respectively, so that an accurate accounting may be made; provided, however, if invoices received from vendors cannot be reasonably divided between the Seismic Upgrades and Operational Upgrades, then the costs shall be divided between the two Projects on a pro rata basis. With each requisition submitted to the Trustee, the accounting schedules for the Project Account and Costs of Issuance Account will be adjusted monthly to reflect both increases and decreases in each account. Allocations in the accounting schedules will be prepared by the District and approved by AHS, which approval will not be unreasonably withheld.

Prior to the issuance of, or commitment to proceed with, the Series B COPs, the District shall cause the general contractor on the Project to obtain firm bids from its subcontractors and vendors (with no material gaps in scope) such that pricing of the Project can be determined within a reasonable margin of error covered by the construction contingency fund, and shall cause the contractor to issue a Guaranteed Maximum Price, or another mutually agreed upon contract structure, for the Project. All unused contingency shall be returned to the District and allocated back to the Parcel Tax Revenue. In the event that the Guaranteed Maximum Price exceeds the remaining Funding for the Project from the Series B issuance, AHS or District, as the case may be, shall have the right to pause the Project. In the event of a pause, the Parties shall work cooperatively and diligently to promptly assess and value engineer the Project, and/or seek other sources of funding that may include the use of additional parcel taxes, to accomplish all of the



following goals (“Project Goals”): (i) to reduce the Project costs to an amount that is sufficiently covered by available Funding, (ii) to complete construction of the 2030 Seismic Requirements, and (iii) to complete construction of the Operational Upgrades. If, despite the parties’ diligent efforts, all three Project Goals cannot be met, AHS or the District, as the case may be, shall have the right to terminate the Series B issuance upon written notice to the other Party.

The District commits to seeking all potential available resources to fund the Project, including, without limitation, from the County, additional COPs, grants, and the like. In no event shall AHS be required to repay the COPs or fund the Project, including, without limitation, through any AHS Capital Contributions or otherwise. District shall use all diligence to complete the Seismic Upgrades (with the Funding budgeted for the Seismic Upgrades) and Operational Upgrades (with the Funding budgeted for the Operational Upgrades) by the deadline established by the State of California for completing the 2030 Seismic Requirements.

- e) The Parcel Tax Revenue that has historically been paid to AHS (after payment of District Expenses) will be first applied as the source of repayment of the COPs. The District expects that, based on current market conditions, the Parcel Tax Revenue will be sufficient to support the repayment of the COPs, assuming a principal repayment of not more than 35 years. District shall cause AHS to have no obligation or risk for repayment of the COPs.
- f) District shall provide AHS with a copy of all contracts related to the COPs and the Project and obtain AHS’s approval of the same (not to be unreasonably withheld) before executing those not yet executed as of the date hereof. District shall meet with AHS regularly to provide AHS with updates on the Project (at intervals reasonably approved by AHS and District), notify AHS of, and allow AHS participation in, any meetings related to the COPs and the Project, and promptly advise AHS of any material developments concerning the Project and the Funding. District represents that those contracts executed prior to the date hereof have been made available to AHS (through AHS’s participation in public hearings and otherwise) prior to the District entering into the same. District shall provide an accounting to AHS from time to time, upon AHS’s request (but not more frequently than monthly) of the use of the Parcel Tax Revenue for Project and Funding related costs. District shall expend the Funding in an economical manner, saving costs where possible. No material changes shall be made to the Operational Upgrades without AHS’s advance written consent in AHS’s sole discretion.
- g) To enhance the security of the COPs, so they will be attractive investments to lenders, and to qualify for an optimal/affordable interest rate, a “statutory lien” will be necessary. A statutory lien is a distinct type of lien that arises solely by force of statute, without any prior consent between the Parties or judicial action. Unlike other types of liens, a statutory lien remains enforceable until the COPs are repaid, even in the case of a bankruptcy filing (not contemplated here). The District has diligently pursued passage of special legislation to ensure that a statutory lien is in



place at the time of the issuance of the COPs. Costs associated with pursuing such legislation shall be funded by the Parcel Tax Revenue as reasonably determined by the District and hereafter subject to the approval of AHS, which approval shall not be unreasonably withheld.

- h) The structure of the COP offering requires that Parcel Tax Revenue collected by Alameda County be paid over in their entirety to the Trustee (known as a “lockbox”) which, in turn, will make regular payments of principal and interest on the COPs. Any funds remaining will then be paid over to the District and, after paying the District Expenses and other expenses authorized herein, the District will pay the remaining balance of any excess Parcel Tax Revenue over to AHS for the continuing operation and maintenance of Alameda Hospital. The District shall not use the Parcel Tax Revenue for any other purpose without the consent of AHS in AHS’s sole discretion; provided, however, the District may expend up to \$25,000 per fiscal year on other projects approved by the District’s board without the consent of AHS.

b. For purposes of clarity, Section 4.1 of the 2013 JPA is hereby restated to read as follows

4.1. Reserved Rights. AHS hereby agrees that, throughout the term of this Agreement, District shall have the following rights and privileges (collectively, the “Reserved Rights”), which shall be binding contractual obligations of AHS:

- (a) AHS shall not change the name of Alameda Hospital without the consent of District.
- (b) AHS shall not reduce the number of Alameda Hospital’s licensed beds for acute inpatient services to less than fifty (50) or close Alameda Hospital’s Basic Level Emergency Department, in either case, without the prior written consent of District; provided, however, District shall not unreasonably withhold its consent to a reduction in the fifty (50)-bed requirement if AHS can demonstrate a strategic need for such reduction that does not materially and negatively impact the ability of the hospital to provide adequate (data driven) acute inpatient service needs, including the Hospital’s Basic Level Emergency Department.
- (c) The District Designee shall be appointed to the AHS Board in accordance with Section 3.2.
- (d) District shall have the rights set forth in Section 3.4.
- (e) AHS shall develop and submit to District for approval the Parcel Tax Budget within the time period set forth in Section 2.3.
- (f) AHS shall make the AHS Capital Contributions for planned expenditures for the financial and capital needs of Alameda Hospital as contemplated in Section 2.4.

(g) AHS shall make available on a regular and mutually agreeable basis meeting rooms required for the conduct of District business.

c. The following is hereby added to Section 4.2 of the 2013 JPA: "Except as set forth in this Section 4.1 and 4.2, the District shall not have the right to terminate the Agreement."

d. Sections 6.2 and 6.3 of the 2013 JPA are hereby amended and restated to read as follows:

"6.2 Term. The Agreement shall continue in effect until terminated as provided in this Article 6, but in no event prior to the full repayment of the COPs.

6.3 Termination post-COPs Repayment. AHS shall have the right to terminate the Agreement, effective on or after full repayment of the COPs, by providing District with not less than 12 months advance written notice."

e. Notices. Section 9.9 of the 2013 JPA is hereby amended and restated to read as follows:

"9.9 Notices. Except for Approval Notices, any notice required or permitted hereunder shall be in writing and shall be deemed given (i) upon personal delivery; or (ii) twenty-four (24) hours following deposit for overnight delivery with a bonded courier holding itself out to the public as providing overnight service; or (iii) forty-eight (48) hours following deposit in the United States Mail, certified or registered mail, postage prepaid, and addressed as follows or to such other addresses as either Party may provide to the other from time to time in the manner provided herein.

If to District: City of Alameda Health Care District  
1402 Park St., Ste A/B  
Alameda, CA 94501  
Attn: Chair, Board of Directors

If to AHS: Alameda Health System  
1411 East 31st. Street  
Oakland, CA 94542  
Attn: Chief Executive Officer

With a copy to:

Alameda Health System  
1411 East 31st. Street  
Oakland, CA 94542  
Attn: General Counsel"

f. **Assignment**: The following sentence is hereby added to Section 9.2 of the 2013 JPA: “Notwithstanding the foregoing, the District shall not unreasonably withhold its consent to an assignment of the Agreement by AHS.”

2. **Conditions**: The effectiveness of this Amendment is subject to the following conditions precedent for the benefit of AHS, which may be waived by AHS in its discretion if such waiver is in writing. AHS shall use commercially reasonable efforts to make such determinations by June 1, 2024.

a. **Funding**: AHS shall be reasonably confident that the Funding will not be less than what is required to complete the Project.

b. **Budget**: AHS shall be reasonably confident that the budget for the Project shall not exceed available COP funding.

c. **Statutory Lien**: That District shall have been successful in obtaining a “statutory lien” in accordance with Section 2.7(f), or acceptable COP financing without the benefit of a statutory lien.

3. **Mutual Representations**. Each Party represents and warrants to the other Party that the 2013 JPA as amended hereby constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and that: (a) such Party has, to such Party’s knowledge, no current defenses, offsets or counterclaims with respect to their obligations thereunder, (b) there are no, to such party’s knowledge, existing defaults on the part of the other Party in any of the terms and conditions thereof, and (c) to such Party’s knowledge, no event has occurred which, with the passing of time or the giving of notice, or both, would constitute a default thereunder by the other Party.

4. **Miscellaneous**. Except as modified herein, the 2013 JPA and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the 2013 JPA and the provisions of this Amendment, the provisions of this Amendment shall control. Hereafter, all references to the 2013 JPA shall be deemed to refer to the 2013 JPA as amended by this Amendment. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective beneficiaries, successors and assigns. This Amendment may be executed by electronic pdf signature or e-signature (such as DocuSign) in one or more counterparts, and delivered via email, each of which shall be considered an original for all purposes and all of which together shall constitute one and the same instrument. An electronic signature on this Amendment shall be binding on the Parties, and may be relied upon as genuine by the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their authorized officers as of the date first above written.

AHS: ALAMEDA HEALTH SYSTEM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT: CITY OF ALAMEDA HEALTH CARE  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT

EXHIBIT A

DRAFT

**Date Issued:** 8/15/2024  
**Par Par Amount:** \$13,500,000

22



April 30, 2024

To: City of Alameda Health Care District, Board of Directors

From: Deborah E. Stebbins, Executive Director

RE: Recommendation to Engage Ratcliff Architects (with consultants) and Fugro to initiate Project 1 of the Alameda Hospital Retrofit and Operational Upgrade Project.

**Recommendation:** That the City of Alameda Health Care District approve entering into an agreement with Ratcliff Architects to do pre-work and design development for what is known as Project 1 of the Seismic Retrofit and authorize the Executive Director to approve any invoices submitted in accordance with the proposals and within a projected total cost of \$388,215, including \$198,000 for Ratcliff Architects/consultants, \$140,215 for Fugro GeoTech consulting and a \$50,000 contingency

**Background:**

The City of Alameda Health Care District has developed preliminary architectural plans over the last few years for the **Alameda Hospital Retrofit and Operational Upgrade Project** (aka "**The Project**"). The project is fully underway: a project manager, Porter Consulting, is under contract and the process of securing financing through issuance of two tranches of Certificates of Participation, totalling \$55 million, is underway. AB 2157, the bill providing for a statutory lien for the Certificates of Participation, thereby improving the rating and lowering the interest rate for financing, has passed the California Assembly and is now under Senate review. **The Project** consists of:

**Seismic Upgrades:**

Project 1: Pre-work for HCAI, Equipment Replacement Project coordination and Soils Report and NPC 4 Upgrades

Project 2: NPC 5 Upgrades to Water, Sewer and Fuel Tanks

Project 3: SPC 4D Upgrades to the West and Stephens Wings

**Operational Upgrades Specified by AHS:**

Project 4: Conversion of 2 South Wing into 18 Medical-SNF beds

In order to advance the project and keep it on track to meet statutory deadlines, it is recommended that we engage Ratcliff Architects to proceed with pre-work and design development for Project 1 at a projected cost of **\$198,000** which includes \$40,700 for

Thorton Tomasetti (structural engineering), \$19,100 for Cammisaa/WIPF (MEP), and \$28,200 for tbd Consulting (updated cost estimates). In addition, it is recommended **Recommendation to Engage Ratcliff Architects, page 2**

that we engage the firm of Fugro to conduct the Geotech analysis needed for the pre-work and for Project 1 at a cost of **\$140,215**. In addition, until the presentation and acceptance by the District Board, anticipated to occur in June, 2024, it is requested that the Executive Director be authorized to approve additional payments out of a contingency of **\$50,000** during this first phase of the project. These expenses will be covered by payments directly from the District until the issuance of the first tranche of COP financing in August, 2024.

The Executive Director and Porter Consulting will develop a system of regular reporting to the Board and to AHS, as specified in the JPA amendment, on progress on and performance against all aspects of the Project, including delineation of expenses associated with the Seismic and Operational components of the Project.

#### **Discussion:**

At this writing, the JPA amendment between the District and the AHS is in the final stages of negotiation. The final version is projected to go to the District Board for approval at our special meeting on April 30, 2024 and to the AHS Finance Committee and Board of Trustees during the first week of May.

In anticipation of approval of the JPA amendment, the Executive Director has presented all the contracts represented in this phase of the project to Mark Fratzke, the COO of AHS for his review and approval. This approval has been obtained. The documents have also been provided to special construction counsel, the law firm of BB&K.

Attached are referenced proposals from Ratcliff Architects, Thorton Tomasetti, Cammisa/WIPF, tbd Consulting, and Fugro.



April 17 2024

Debi Stebbins  
Executive Director  
City of Alameda Health District  
1402 Park Street, Suite A/B  
Alameda CA 94501  
415.203.0669

Re: Proposal for Alameda Hospital Seismic Upgrade Rev 1

Dear Debi:

Thank you so much for the opportunity to present this fee proposal for the Seismic Upgrade projects at Alameda Hospital. This proposal includes work through Design Development for the following projects:

1. Pre-work for HCAi, Equipment Replacement Project coordination and Soils Report
2. NPC 4 Upgrades
3. NPC 5 Storage Tanks
4. SPC 4D Upgrade for Stephens Wing and West Wing
5. Cost Estimate at 100% Design Development

At the end of this work, the team will have a solid design for the upgrades and costs associated. Fees for South Wing renovation are not included at this time, but we can amend to include if desired. Our focus with this proposal is on the Seismic Upgrade required to be compliant beyond 2030.

## **A. Architectural / Engineering Scope of Work and schedule:**

### **Pre-work, 3 month duration:**

- Reach out to HCAi regarding SPC status on other buildings on campus and follow up with required documents and submittals.
- Engage Geotech to begin Soils Report so it will be done when design engineers begin their schematic documents.
- Ratcliff and TT will begin research on existing fuel storage tank foundation to determine if adequate to install a new one in place, or if an additional fuel storage tank must be constructed somewhere else on site.
- During this time, Ratcliff will meet with Equipment Replacement project team to coordinate proposed shear wall locations with Equipment replacement.

### **NPC 4 Upgrade, 3 month duration.**

- Team will attend up to 3 site investigation visits to strategize the work.
- Team will prepare plans showing areas of work.

- Team will participate in discussions regarding NPC 4D option, which is an owner-provided operational plan submitted to HCAi outlining steps the organization and facilities will take in an emergency if certain areas are not upgraded to NPC 4 and there is a gap of service during and after a seismic event.

#### **NPC 5 storage tanks, 3 month duration**

- Team will identify locations and begin details for each storage tank (Fuel storage, Domestic Water and Sewer holding tank).
- Coordinate with Geotech, Structural and Civil engineer.

#### **SPC 4D Upgrades of West Wing and Stephens Wing, 3 month duration**

- Based on Soils Report, begin design on seismic upgrade and identify systems that will be affected by the work.
- Attend site investigation meetings.
- Prepare plans and details for cost estimate.

#### **EXCLUSIONS / ASSUMPTIONS:**

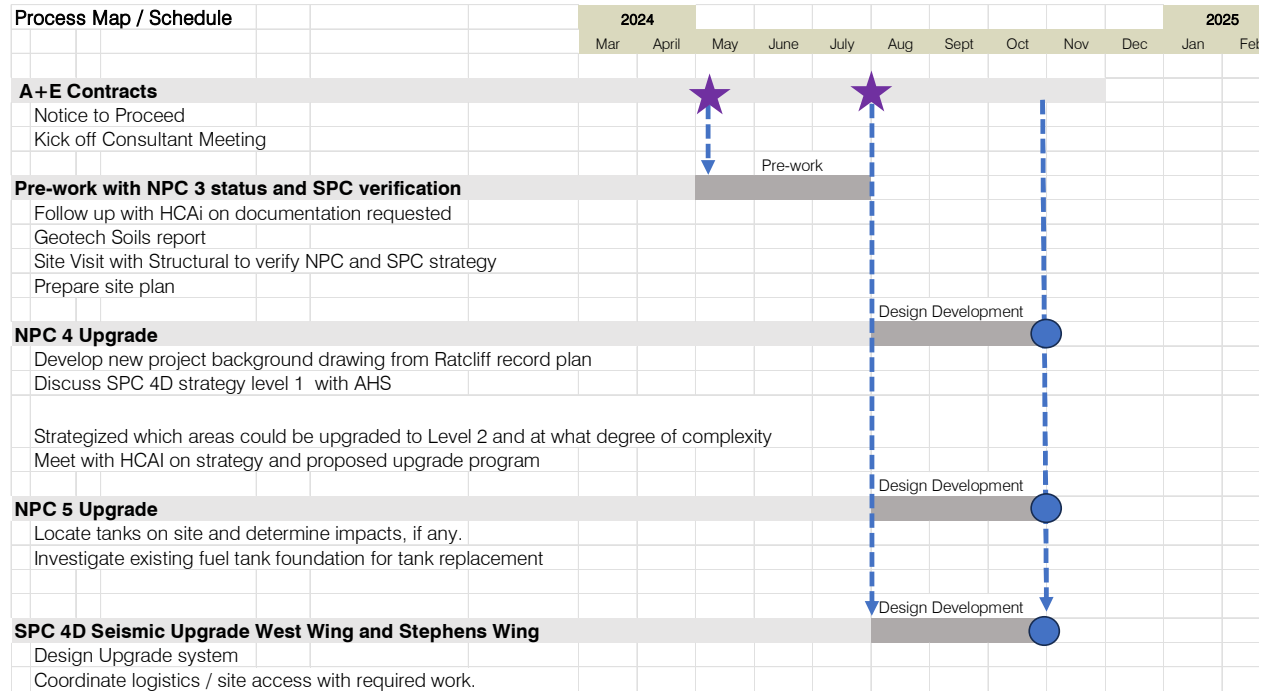
- This fee proposal is only through Design Development. Construction Document fee to be provided at a later date.
- Fire Alarm, Sprinkler, IT/Security and Nurse Call is not included.
- Changes not related to scope of work during any phase not listed above are not included.
- Geotech and Civil engineering fees are not included.

#### **FEE FOR SERVICES:**

Proposed fee is in two steps; First step includes the pre-work as soon as possible and have Geotech start on the Soils Report. Second step includes the design development work for each of the three seismic projects listed below. Step One is Seventy Six Thousand Two Hundred Dollars (\$76,200). Step Two is Five Hundred Fourteen Thousand Dollars (\$514,000) and shall be lump sum based on completion of phases and durations as noted above.

<b>Fee Breakdown per discipline and phase:</b>									
Scope	Arch	Cost	Structure	Mech	Plumb	Elec	NIC Geotech	NIC Civil estimate	
NPC 2 and SPC verification (HCAi requested follow up)	\$60,000	\$0	\$16,200	\$0	\$0	\$0	\$0	\$0	<b>\$76,200</b>
Engage Geotech									
Project Start									
NPC 4 Upgrade	\$50,000	\$28,200	\$24,500	\$8,500	\$3,900	\$6,700	\$0	\$0	\$121,800
NPC 5 Storage Tanks	\$50,000	\$12,220	\$12,300	\$0	\$18,200	\$12,200	\$0	\$0	\$104,920
SPC4D	\$75,000	\$38,540	\$96,000	\$29,600	\$15,600	\$32,700	\$0	\$0	\$287,440
									<b>\$514,160</b>
	\$235,000	\$78,960	\$149,000	\$38,100	\$37,700	\$51,600	\$0	\$0	<b>\$590,360</b>

## PROCESS MAP / SCHEDULE:



Best regards,

Katy Taylor Ford AIA  
Principal

RATCLIFF

*Via email:*

*February 2, 2024*

*Revised April 11, 2024*

Katy Ford AIA  
Architect  
**RATCLIFF ARCHITECTS**  
5856 Doyle St.  
Emeryville, California 94608  
United States

**RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
ALAMEDA HOSPITAL NPC AND SPC UPGRADES, ALAMEDA, CA**

Dear Katy,

Thornton Tomasetti is pleased to provide this proposal for Alameda Hospital NPC and SPC upgrades for the 2030 HCAI requirements, in response to an email and phone conversations with yourself, the Client. The owner of this project Alameda Hospital, which is part of the Alameda Healthcare System.

**I. PROJECT DESCRIPTION**

This project is broken down into multiple phases and portions, all of which are necessary to meet the NPC and SPC upgrade requirements by January 1, 2030. These are broken down as follows:

**Pre-Work:**

*The scope during this phase encompasses a handful of work required for the team to dive into the full review of the structures and includes the following:*

- TT understands that the facility would like to spend some time reviewing existing drawings and documentation for the SPC status of the existing buildings that are currently classified as being acceptable beyond 2030 to ensure no surprises down the road. TT anticipates that our scope for this portion of this project will be to review the existing drawings, provide documentation to the ownership of the reason for the current SPC rating, and to attend any meetings, as required, with HCAI to review and confirm these ratings.
- *Onboarding of the Geotechnical Engineering team*
- *Collaborating with the currently on-going Equipment Replacement project in the first floor of the West Wing, especially with how it may impact the locations of shearwall retrofits required at the first floor.*

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
February 2, 2024  
Revised April 11, 2024

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- *TT will produce a Materials Testing Program to obtain the required materials testing for the West Wing, assuming that the previous Materials Testing Program for Stephens Wing, utilized for the SPC2 upgrade, will still be acceptable for use in this case.*
- *TT also anticipates that one site investigation will occur during this phase.*
- *TT will participate in meetings with HCAI, as required. Up to three virtual meetings are currently anticipated.*

### **NPC Upgrades**

#### **NPC 4:**

As defined in the NPC 4 evaluation reports prepared by TT and submitted to HCAI at the end of December 2023, there are a number of pieces of equipment as well as distribution systems that required anchorage and seismic bracing to meet both the NPC 3 and subsequent NPC 4 requirements. It is anticipated that where possible, the facility will choose to produce an NPC 4D Building Resumption Plan – allowing for elements to remain unbraced or unanchored as possible. For this scope, TT anticipates performing another detailed site visit to document the exact size of each piece of equipment requiring anchorage, and to do the research to determine an approximate weight of the piece of equipment. TT will then produce drawings (plans and details) and calculations as required. As it is unclear exactly what HCAI will require for documentation of the difficult to review above ceiling scope, TT expects at least one meeting with HCAI to review and discuss expectations and potential strategies. Scope includes Site Investigation and Design through DDs.

TT as included a ROM fee for work through DD to identify the areas where an NPC 4D Level 2 minimum would be possible to achieve – and to provide the DD documentation for that as well.

#### **NPC 5:**

The structural scope for the required NPC 5 upgrade is anticipated to include the new tanks required for the project. This is expected to consist of an above grade of below grade water tank, a below grade sewage tank, and a replacement fuel storage tank (in the same location as the existing fuel storage tank). For the water tank, TT will study, along with the rest of the team, both above grade and below grade tanks – with a decision to be made early in design which one to proceed with. *As a part of this study, TT will help the team review the feasibility of locating one of the tanks under the overhang at the West Wing building – which will require careful review of the existing West Wing structure and constructability.* TT expects to provide support and details for the anchorage of all three tanks (though design of the tanks themselves is expected to be provided by the tank manufacturers). Scope for this work includes design through DDs. One site visit to review specific locations, if necessary, is included in our assumed scope.

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## SPC 4D Upgrades

TT will perform a full design required for the SPC 4D upgrades required for the Stephens Wing and the West Wing buildings. These upgrades will generally be based on previous feasibility studies prepared by TT for the required seismic upgrades of the two buildings and are anticipated to result in the addition of additional concrete shearwalls length and/or thickness, along with associated attachment and foundation upgrades. The scope for this includes Design through DDs. *TT also anticipates that at least one site investigation will occur during SDs and one during DDs.*

It is anticipated that each of the above scopes will be performed at the same time – but separate packages will be produced for each scope item to support pricing exercises.

## II. SCOPE OF SERVICES

This proposal provides Structural Engineering Consulting service offerings, as generally described in the above project description. Specific details for each of those scopes is as follows.

- A. Our Scope of Services for Structural Engineering on this Project is summarized in Exhibit A.

## III. PROJECT DELIVERY METHOD AND SCHEDULE

- A. Project Delivery Method

Our basic fee listed below is based on a traditional delivery method; defined here as the simultaneous issuance of construction/bid documents from all design consultants for each package.

- B. Schedule

This proposal is based on the understanding that all portions of this project will kick off at the same time, within a month of receipt of this proposal. It is anticipated that the entire scope (ie, through DDs) will be complete within 4 to 6 months.

## IV. FEES

- A. Basic Fee

Based on the above-assumed schedule and Project delivery method, we propose to provide the Scope of Services for the lump sum fee of ***\$149,000 (ONE HUNDRED FORTY NINE THOUSAND DOLLARS)***, inclusive of expenses, as broken down below:

<b><u>Pre-Work</u></b>	\$16,200
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## **NPC Upgrades**

NPC 4D:	\$24,500
NPC 5:	\$12,300

## **SPC Upgrades**

SPC 4D:	\$96,000
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If the owner decides to pursue NPC-4D Level 2 where possible, a ROM fee for that work through DDs would be \$16,000 to help in determining the areas where the work would be feasible and to put together additional drawings to document this work.

### B. Expenses

The all expenses are included in the basic fee noted above.

### C. Payment

TT will invoice the Client on a monthly cycle for fees and expenses. Payments will be due from the Client to TT within 30 days of the invoice date.

## **V. ADDITIONAL PROVISIONS**

- A. Exhibit B – Client and Owner Responsibility
- B. Exhibit C – Additional Services
- C. Exhibit D – Assumptions and Limitations
- D. Exhibit E – Standard Terms and Conditions for Investigation and Design Services.

## **VI. TERMS AND CONDITIONS**

Thornton Tomasetti, Inc. Standard Conditions for Investigation and/or Design Services are attached hereto and made a part of this Proposal.

Upon authorization to proceed, unless notified otherwise in writing, we will provide our services under the terms of this Proposal.

TT reserves the right to revise the terms of this Proposal if a notice to proceed has not been received within three months of the date of this Proposal.

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
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If the above meets with your agreement, kindly sign and return one copy of this letter agreement, keeping one for your records.

Very truly yours,

**THORNTON TOMASETTI, INC.**



Theresa Curtis  
Senior Principal

**ACCEPTED BY:**

**RATCLIFF ARCHITECTS**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
February 2, 2024  
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## **EXHIBIT A**

### **SCOPE OF STRUCTURAL ENGINEERING SERVICES**

Our proposal is based on the Project description, schedule and Project delivery method identified in the PROJECT DESCRIPTION and PROJECT DELIVERY METHOD AND SCHEDULE Sections of this proposal. A further description of our basic services is listed below:

#### **1. Schematic Design Phase**

- A. **System Development** – Assist with coordinating structural schemes with general requirements of the Architectural and MEP disciplines for the purpose of evaluating system viability.
- B. **Design Criteria** – Prepare design criteria.
- C. **Deliverables**
  - i) **Drawings** – Prepare drawings for foundations and the superstructure. Identify typical member dimensions to the extent that allows general system coordination. Include material quantity notes to the extent that allows cost estimating by the Client's Cost Consultant.
  - ii) **Meetings** – Participate in Project meetings and work sessions related to the structure.
  - iii) **Site Investigations** – *Participate in up to 2 full-day site visits for the NPC and the SPC portions of the work.*

#### **2. Design Development Phase**

- A. **Approved Schematic Design** – Based on the selected structural scheme included in the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule and construction budget, TT shall proceed into the Design Development Phase.
- B. **Design Criteria** – Further refine and finalize Basis of Structural Design (BOD).
- C. **System Development** – Continue the development of the selected structural scheme. Assist with coordinating the selected scheme with the Architectural and MEP disciplines.
- D. **Deliverables**
  - i) **Drawings** – Prepare drawings for foundation and superstructure corresponding to one structural scheme for each portion of the Project. Identify typical member sizes to the extent that allows general dimensional coordination. Include general notes and typical details that define construction parameters. Include updated material quantity notes to the extent that allows for cost estimating to be performed by the Client's Cost Consultant.
  - ii) **Specifications** – Develop draft specifications for review by Design Team. Implement comments and provide edited specifications for the structural scheme. Review Division 1, architectural and MEP sections for structural requirements.

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
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- E. **Meetings** – Participate in Project meetings and work sessions related to the structure.
  - i) **Site Investigations** – *Participate in up to 1 full-day site visits or two half-day site visits for the NPC and the SPC portions of the work.*

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
February 2, 2024  
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## **EXHIBIT B**

### **CLIENT AND OWNER RESPONSIBILITY**

To facilitate the seamless progression of the Project, TT's proposal is based on the assumption that the Client will be responsible for the following information:

1. The Owner to retain a licensed Geotechnical Engineer to perform a geotechnical investigation and to provide a comprehensive Geotechnical Report, including recommendations of foundation and site excavation systems appropriate to the site conditions and Project requirements.
2. The Client to retain a Cost Consultant to perform cost estimates at the milestone dates in parallel with Owner's Cost Consultant. Cost estimates by Client's cost estimates and Owner's cost estimate must be reconciled at each milestone date.
3. The Client to provide reports, drawings and topography survey results of existing conditions. Provide all applicable available existing drawings, specifications, shop drawings, photographs, materials submittals and other building data.
4. The Client to advise TT at the time of the Project's commencement of the Owner's Project requirements and budget constraints.
5. The Client to provide copies of letters and memoranda pertaining to the work of the design and construction consultants, multi-discipline design drawings, specifications and other data as necessary to perform our services.
6. The Owner to provide access to the Project to the extent required to perform our structural engineering services.

It is understood that TT has the right to rely on the accuracy and completeness of data and information furnished to TT.

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
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**EXHIBIT C**  
**ADDITIONAL SERVICES**

While TT is capable of performing many of the following services, they are not included in the proposed Scope of Services and are not included in the Basic Fee. If requested, we would be pleased to provide separate proposals for these services.

1. Providing extensive steel/cold-form/CMU block backup design for masonry exterior walls. Designs that can be detailed with typical details are part of the basic Scope of Services. Any cold formed walls required for the renovation / SPC 4D work are anticipated to utilize OPDs with the details being housed on Ratcliff's drawings.
2. Addressing future facilities, systems, and equipment and tenant modifications that are not identified in the scope of work.
3. Addressing existing conditions at the Project site and the adjacent sites not identified to TT prior to this proposal.
4. Accommodating significant scope changes including, but not limited to, difference in the Project scope, area, cost, schedule, or delivery method, and revisions to architectural and/or MEP components that affect the structural system.
5. Indicating measurements of existing conditions on TT drawings.
6. Providing an as-built set of drawings.
7. Revisions to work that have already been completed and approved.

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
February 2, 2024  
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**EXHIBIT D**  
**ASSUMPTIONS AND LIMITATIONS**

1. Structural Precast Concrete: TT will provide performance criteria for precast concrete and the related connections, allowing the supplier to provide engineering design in conformance with the Project requirements. Structural precast concrete supplier will provide complete engineering design for precast concrete elements and related connections, developed under the supervision of a registered Structural Engineer, based on performance criteria included in the Construction Documents.
2. Masonry partitions, curbs, and housekeeping pads: These items will be indicated on the Architectural/MEP Drawings. TT will assist the Architect by providing design recommendations in response to specific inquiries.
3. Miscellaneous Architectural Elements: TT will assist the Architect in specifying performance criteria and dimensional requirements for items that are indicated on the Architectural Drawings and that benefit from structural engineering input, such as exterior walls, cold formed steel, and miscellaneous steel. TT will assist with items that are specifically identified to TT during the design phase as requiring the Structural Engineer's input.
4. Right to Stop Work: If payment is not received by TT on the due date listed on each invoice, and if such default continues for 20 days, TT may elect to stop work until all amounts owed are received.

**Thornton Tomasetti, Inc. (TT)**  
**Standard Conditions for Investigation and/or Design Services ("Standard Conditions")**

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- (1) These Standard Conditions (including any Project-Specific conditions attached hereto), together with the TT proposal (and any written amendments thereto, including Additional Services) (collectively "Proposal") to which they are attached or in which they are incorporated by reference, shall form the Agreement between the parties. The services TT is required to perform shall be referred to as "TT's Scope of Services" or "Services". TT's Scope of Services shall be limited to those services specifically set forth in the Proposal. The "Project" is the facility, improvements and/or building described in the Proposal or if there is no such description then it shall be the facility, improvements and/or building to which TT's Scope of Services applies.
- (2) TT will perform its services in accordance with the standards of professional skill and care ordinarily exercised by other design firms performing the same services, in the same locale, acting under similar circumstances and conditions ("Standard of Care"). Notwithstanding anything in this Agreement to the contrary and subject to Paragraphs 14, 15, 16 and 17, TT shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, TT. If TT is considered to be liable jointly with any third parties, the portion of damages payable by TT shall be limited to the portion of liability which is attributable to TT's breach of the Standard of Care on a comparative fault basis. Client acknowledges that TT's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or TT.
- (3) TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in connection with the Project, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.
- (4) Notwithstanding any other provision of this Agreement or any other agreement entered into by TT with respect to the Project, TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by TT.
- (5) TT shall be deemed the author and owner of all instruments of service, including all of the reports, drawings, specifications and other documents prepared by it and its consultants (collectively "TT Documents"). TT (or its consultants) shall retain all common law, statutory and other reserved rights, including copyrights in TT Documents, whether the project for which they are made is executed or not. Contingent on the Client's full and timely payment of all sums due under this Agreement, TT grants Client a non-exclusive license to use the final and complete versions of TT Documents solely and exclusively for purposes set forth in the Proposal including, if the TT Documents are intended to be, and are identified as, "for construction" the constructing, using and maintaining, but not for altering, extending or adding to, the Project. The forgoing license does not extend to any CADD files or 3D model created by TT, unless expressly set forth in the Proposal. If TT Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph 5 permits the Client to authorize the contractor and subcontractors and material or equipment suppliers to reproduce applicable portions of TT Documents solely and exclusively for use in performing their services or construction for the Project. TT Documents shall only be used for their intended purpose, as defined in the TT Documents (or a transmittal document accompanying them) and in the Proposal. TT Documents are not to be used on other projects, for alternations, extensions or additions to this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TT. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the TT License for Use of Electronic Files and 3D Models.
- (6) The review of contractor submittals (for example, shop drawings or project samples) is not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by TT (or by others if so set forth in the Proposal) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by TT.

- (7) Neither site visits for any purpose nor the observation by TT of any contractor's work are included in TT's Scope of Services unless specifically set forth in the Proposal. If TT is engaged to visit the site and conduct observations of a contractor's work, TT shall provide such services at the intervals agreed upon in writing with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as TT deems appropriate), subject to any limitations on the number of such visits set forth in Proposal. The purpose of such observations is to become generally familiar with the progress and quality of the construction work designed by TT or described in the drawings, specifications or other documents specifically identified in the Proposal and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor. The furnishing of such observation services either periodically or on a full-time basis shall be subject to Paragraph 4 above and TT shall not be responsible for, the acts or omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If TT's Scope of Services includes providing such observation services on a full-time basis, TT shall endeavor to provide further protection for the Client against defects and deficiencies in the observed work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities or obligations of TT as described elsewhere in this Agreement, including this paragraph.
- (8) The review and/or certification of the amounts due any contractor are not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are included in TT's Scope of Service, TT's review and/or certification and/or recommendation of any application for payment submitted by any contractor shall only constitute a representation to Client that, based on: (1) TT's observation of the construction work for which it prepared drawings and/or specifications or for which it has agreed in the TT's Scope of Services to review applications for payment by a contractor; (2) observations as set forth in Paragraph 7; and (3) the data comprising the contractor's request/application for payment, to the best of TT's knowledge, information and belief, such construction work has progressed to the point indicated in the application and that the quality of such construction work is in accordance with the applicable drawings, specifications or other documents. The foregoing representations are subject to: (i) an evaluation of such construction work for conformance with the applicable drawings, specifications and other documents upon substantial completion; (ii) results of subsequent tests and inspections; (iii) correction of minor deviations from the applicable drawings, specifications and other documents prior to completion; and (iv) specific qualifications expressed by TT. The issuance of any recommendation or certification for payment shall not be a representation that TT has: (A) made exhaustive or continuous on-site inspections to check the quality or quantity of such construction work; (B) reviewed construction means, methods, techniques, sequences or procedures; (C) reviewed copies of requisitions received from contractors or subcontractors and material suppliers and other data requested to substantiate the contractor's or subcontractor's right to payment; or (D) ascertained how or for what purpose the contractor or subcontractor has used money previously paid on account of the amounts due under any contract.
- (9) Payment to TT for Services rendered and reimbursable expenses incurred shall be due not more than thirty days after the date of the invoice submitted by TT, unless other terms are set forth in the Proposal. In the event that the Client disputes any items billed in an invoice, the Client shall notify TT within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and TT shall be entitled, upon seven (7) days written notice to client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid. Furthermore, in the event that Client's obligation to make payment to TT is contingent on Client's receipt of payment from any individual or entity, TT shall, notwithstanding such non-payment, be entitled to suspend its performance if TT does not receive payment within thirty days of submission of its invoice to Client. Any past due payments shall accrue interest at the rate of one percent (1%) per month or part thereof, unless prohibited by law in which case interest at the maximum rate allowed by law (if any) shall accrue. TT shall be entitled to recover any and all costs incurred, including attorneys' fees, ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law.
- (10) If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, TT shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached agreement.
- (11) If the project is suspended or abandoned in whole or in part for more than three months, TT shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.

- (12) The parties agree that if Client makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudged a bankrupt or insolvent, files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, files any answer admitting or not contesting the material allegations of a petition filed against Client in any such proceeding, or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver, custodian or liquidator of Client or of all or any substantial part of the properties of Client, or if Client, its directors, partners, members, or shareholders, takes action to dissolve or liquidate Client, the Client shall be in default of this Agreement and TT may terminate for cause or, at TT's option, suspend performance of its obligations under this Agreement.
- (13) To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, officers and employees and any of their heirs, successors and assigns (collectively "TT Parties"), from and against any and all claims, suits, demands, damages, losses, judgments, payments, awards, costs and expenses (including attorneys' fees and other costs of investigation and defense) (collectively "Claims") arising, in whole or in part, out of: i) the negligence of Client or any of its partners or employees in connection with the Project; ii) any contractor(s)' negligence or breach of contract in connection with the Project or performing any work and/or supplying any materials; or iii) the negligence of any other party relative to the Project, except that, TT shall not be indemnified with respect to damages, losses, judgments and/or expenses to the extent they are caused solely by the negligence of, or breach of the Standard of Care by, TT or its consultants or any of their owners, directors, officers or employees. In addition, the Client shall hold harmless, defend and indemnify TT Parties, from and against any and all Claims arising, in whole or in part, out of: i) the use of the "fast-track" delivery method for the Project; and/or ii) the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.
- (14) The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by TT or responsible for any other activities relating to TT's services, to hold harmless, indemnify and defend TT Parties, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, TT Parties as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide TT with a Certificate of Insurance so naming TT as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.
- (15) Notwithstanding anything to the contrary provided for in this Agreement, to the extent permitted by law, it is specifically understood and agreed that there shall be no personal liability on the part of the owners, directors, officers, members, shareholders or employees of TT or any of its affiliates or its successors and assigns with respect to the Services or any of the terms, covenants, obligations and conditions of this Agreement.
- (16) Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither TT nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the Services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.
- (17) It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of TT's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by TT for Services rendered on the project.
- (18) The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client in connection with the Project. If any of the Standard Conditions or any portions thereof are adjudged null and void, it is agreed that the remaining Standard Conditions shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence, if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.



**SAN FRANCISCO BILLING RATES**

<b>TITLE</b>	<b>HOURLY BILLING RATE</b>
ADMINISTRATIVE SUPPORT STAFF .....	\$105.00
BUILDING INFORMATION MODELER .....	\$135.00
ENGINEER/DESIGNER.....	\$135.00
SENIOR ENGINEER/DESIGNER.....	\$148.00
PROJECT ARCHITECT/ENGINEER /DIRECTOR .....	\$165.00
SENIOR PROJECT ARCHITECT/ENGINEER /DIRECTOR .....	\$200.00
ASSOCIATE.....	\$233.00
SENIOR ASSOCIATE.....	\$255.00
VICE PRESIDENT/ ASSOCIATE PRINCIPAL.....	\$290.00
SENIOR VICE PRESIDENT/PRINCIPAL .....	\$345.00
SENIOR PRINCIPAL .....	\$440.00

Notes: (1) Out-of-pocket expenses including, but not limited to, travel, project-specific IT or telecommunications requirements, third-party printing services, courier service, express mailings, and special consultants, will be billed at our cost

(2) Rates are effective through December 31, 2024.



February 14, 2024  
*Revised April 17, 2024*

Ratcliff  
5856 Doyle Street  
Emeryville, CA 94608

Attention: Katy Taylor Ford, A.I.A.

Subject: Alameda Hospital – NPC & SPC Upgrades  
Proposal for Mechanical and Electrical Engineering Services

Dear Katy:

Cammisa + Wipf is pleased to submit this *revised* proposal for mechanical, electrical, and plumbing (MEP) engineering services for the above referenced project. Services include study phase. Services are proposed as follows:

**A. Key Personnel:**

Paul O’Connell, P.E., Electrical Principal in Charge  
Jennifer MacDonald, P.E., Electrical Engineer  
Julie Goodwin, P.E., Mechanical Engineer  
Angelo Dominguez, Plumbing and Fire Protection Engineer

**B. Fee:**

For services described herein, including reimbursable expenses, we propose a lump sum fee of \$127,400.00. We will invoice for professional services monthly on a percentage completion basis. Our fee can be assigned to the various projects as follows:

<u>Project</u>	<u>Mechanical</u>	<u>Plumbing</u>	<u>Electrical</u>	<u>Totals</u>
NPC 4 Improvements	\$8,500.00	\$3,900.00	\$6,700.00	\$19,100.00
NPC 5 Storage Tanks	\$0.00	\$18,200.00	\$12,200.00	\$30,400.00
Stephens Wing SPC 4D	\$18,700.00	\$8,300.00	\$14,500.00	\$41,500.00
West Wing SPC 4D	\$10,900.00	\$7,300.00	\$18,200.00	\$36,400.00
TOTALS:	\$38,100.00	\$37,700.00	\$51,600.00	\$127,400.00

Reimbursable expenses and project costs are included in our fees above.

### **C. Project Scope:**

The project, as we currently understand it, will develop HCAI design drawings to incorporate the seismic upgrades required for beyond 2030 for the Alameda Hospital at 2070 Clinton Avenue in Alameda, California. Beyond 2030 is defined by the seismic performance ratings, SPC & NPC, for HCAI buildings under the current California codes. The buildings included in the study are Stephens Wing, West Wing, and South Wing including the Radiology addition. The Administration building (original 1925 Hospital) is excluded from this scope.

This proposal is also based on the draft narrative for Alameda Systems Assessment for Operation Beyond 2023 dated July 2022. The scope was further clarified in meeting on January 5, 2024 with Ratcliff and Thornton Tomasetti.

#### **Project #1 – NPC 4 Improvements:**

- Non-structural anchorage for MEP systems in South Wing, Emergency Building and Radiology Addition, as required.
- Coordinate with structural engineer on approach with HCAI and identification of MEP systems.

#### **Project #2 – NPC 5 Storage Tanks:**

- Addition of new domestic water, sanitary waste, and fuel oil storage tanks in the sizes required to provide services to the Stephens Wing, West Wing, South Wing, Radiology Addition, and Emergency Room based on the existing 101 licensed bed count and currently planned future beds.

#### **Project #3 – Stephens Wing SPC 4D:**

- Seismic upgrades by providing new shear walls along the exterior.
- Redesign of perimeter hot water radiators impacted by the new shear walls.
- New headwalls for the patient rooms.
- ADA upgrades to patient rooms and toilet rooms.

#### **Project #4 – West Wing SPC 4D:**

- Seismic upgrades requiring multiple new shear walls.
- Remove/replace or provide new MEP systems to accommodate new shear walls.

Each project will be designed as a single bid package (four total) to be reviewed and approved by HCAI. Each project will not bid until all HCAI review comments are cleared and the documents are approved.

Construction Documents, HCAI Review, Bid, and Construction Administration Phases are excluded in this proposal and will be submitted at a later date under a separate authorization.

#### **D. Scope of Services:**

1. Schematic Design:
  - a. Review as-builts, site plans, conceptual layouts, and documentation of existing conditions.
  - b. Review equipment installation and utility requirements.
  - c. Review Architectural layouts and options.
  - d. Evaluate the MEP implications of the site plan, equipment layout, and proposed construction phasing.
  - e. Approximately three (3) to four (4) surveys by MEP engineers to evaluate existing conditions and infrastructure.
  - f. Identify infrastructure upgrades that need to become part of the project. Evaluate the impact of new storage tanks and equipment.
  - g. Approximately two (2) meeting during this phase with the Hospital and/or Design Team to review the design progress, MEP options, and to coordinate our efforts.
  - h. One (1) meeting with Facilities to review impacts of proposed options on the building's infrastructure, necessary infrastructure upgrades, and assess shutdown requirements.
  - i. Preliminary load estimates and approximate equipment sizing.
  - j. Coordinate related work with other disciplines.
  - k. Prepare Schematic Design Drawings, with a single deliverable at 100% completion.
  - l. Evaluate construction phasing options and implications.
  - m. Provide input and review cost estimate prepared by the project cost estimator.
2. Design Development:
  - a. Review updated Architectural and Structural layouts.
  - b. Finalize equipment siting, and review equipment layouts and utility requirements.
  - c. Preliminary load calculations and determination of room-by-room airflows.
  - d. Major equipment selection and layout.
  - e. Preparation of electrical one line diagram.
  - f. One (1) survey by mechanical, electrical, and plumbing/fire protection engineers to document existing conditions sufficient for preparation of Design Development documents and to survey utility routings and points of connection.
  - g. Approximately four (4) Design Team meetings during this phase to review the project program, design progress, MEP options, and to coordinate our efforts.
  - h. Approximately two (2) meetings during this phase with the Hospital and/or Design Team to review design progress, and to coordinate our efforts.
  - i. One (1) meeting with Facilities to review MEP design approaches, construction phasing issues, interim utilities, and potential shutdowns.
  - j. Update load estimates make major equipment selections.
  - k. Coordinate related work with other disciplines.

- l. Prepare Design Development Drawings, with deliverables at 50% and 100% completion.
- m. Provide input and review cost estimate prepared by the project cost estimator.

**E. Assumptions and Clarifications:**

In addition to the foregoing, this proposal is based upon the following assumptions and clarifications:

1. Scope:
  - a. Evaluations will be based on record drawings, test reports, field observations, and other information provided by Alameda Hospital. We shall not be responsible for identifying MEP issues that are not apparent on record drawings or readily observable at the site.
  - b. Proposal excludes programming services, including meetings and exploration of alternative project scopes.
  - c. Proposal excludes construction documents, bid phase, and construction administration services.
2. Record Documents and Surveys:
  - a. Alameda Hospital will furnish record drawings of original construction and renovations related to the project area and systems.
  - b. During our surveys, facility engineers will provide reasonable access and support so that existing conditions can be observed and points of connection reviewed and discussed.
3. HVAC:
  - a. Design new HVAC systems as required based on Architectural and Structural impacts to existing systems.
  - b. Where possible, temporarily relocate and/or protect any HVAC systems as required to perform the structural work.
  - c. Existing HVAC systems will remain in operation during construction to serve adjacent occupied spaces. Instructions for pre-demolition and post-demolition air balancing to maintain airflows to occupied areas throughout the construction period will be included on the Drawings.
  - d. Main cooling and heating equipment in the West Wing Mechanical Room will be seismic upgraded another a separate project. Therefore, the following equipment has been excluded from this scope:
    1. Expansion Tanks
    2. Air Separators
    3. Chemical Feed containers
    4. Chilled water pumps
    5. Boilers #1 & #2
    6. Hot water pumps
    7. A/C Chillers #1 & #2
    8. Cooling Towers CT-1 & CT-2

9. Associated hot and chilled water pipes within the footprint of the mechanical room.
10. Replace humidifier equipment & piping in the Penthouse.
- e. Documentation of temporary ductwork and fire smoke dampers for negative pressure air machines in construction areas are excluded.
4. Electrical:
  - a. Design new electrical systems as required based on Architectural and Structural impacts to existing systems.
  - b. Existing electrical systems will remain in operation during construction to serve adjacent occupied spaces.
  - c. We will evaluate the existing electrical distribution and availability of electrical service.
  - d. New equipment will be powered from the emergency power system.
  - e. Identify potential modifications or additions to the existing fire alarm system.
  - f. Identify potential modifications or additions to the existing low voltage systems.
  - g. Meter readings of electrical panels will be performed by Alameda Hospital. Cammisa + Wipf will prepare instructions for 72-hour, and if necessary 30-day readings, and evaluate test results.
  - h. Temporarily relocate and/or protect any electrical systems as required to perform the structural work.
5. Plumbing and Fire Protection:
  - a. Calculations for required tank capacities will be based on the HCAI approved Water Conservation/Rationing Plan, which may require revisions to the estimated capacities outlined in this proposal.
  - b. Above and underground tanks will be evaluated.
  - c. Temporarily relocate any plumbing or fire sprinkler piping as required to perform the structural work.
  - d. Provide new design layouts as required based on Architectural and Structural impacts to existing systems.
6. Architectural: Ratcliff will provide the following related services:
  - a. Site and floor plans of existing campus and buildings.
  - b. Existing MEP drawings and other reports to be utilized for this design.
  - c. Site planning, including the location of all equipment.
  - d. Be the primary contact with Alameda Hospital.
7. Structural: Thornton Tomasetti will be the project structural engineer and will provide the following related services:
  - a. Review and comment on the soils report.
  - b. Review and comment on support and attachment details on MEP drawings for equipment, conduits, and piping.
  - c. Requirements for the installation and testing of concrete anchors and other fasteners will be included on Structural drawings. We will refer to these requirements on MEP drawings.

- d. Design equipment anchorage and seismic bracing details. Anchorage and bracing details will be included on Structural or MEP drawings. We will show seismic bracing locations on MEP drawings, as coordinated with the Structural Engineer.
8. Cost Estimating: TBD Consultants will provide cost estimating services. We will discuss the scope of MEP work with the cost estimator and review their draft estimates.
9. Document Production:
- a. Ratcliff will provide architectural backgrounds and title blocks. Drawings will be prepared using AutoCAD on maximum 42"x30" sheets. Cammisa + Wipf's standard symbols, layering, and specification format will be used. 3-D modeling is not required for this project.
  - b. Ratcliff will provide the formatting template for narratives and specifications in Word file format. MEP specifications will be in CSI Division 21, 22, 23 and 26 format.
  - c. Reproduction, other than for in-house use, will be by Ratcliff and/or Alameda Hospital. For each scheduled document set issue, we will submit one set of electronic files in PDF format.
10. Exclusions: The following scope and services are currently excluded from this proposal, but could subsequently be added as Extra Services:
- a. Additional meetings and site visits significantly in excess of those noted hereinbefore.
  - b. Additional site visits, investigations, and documentation related to unforeseen existing conditions or scope changes, including infrastructure upgrades not specifically included in the scope of work described herein.
  - c. Fire Protection and Fire Alarm engineering services beyond scope described above.
  - d. Electrical short circuit study, circuit breaker coordination, arc flash study, and other comprehensive analyses of MEP loads.
  - e. Electrical distribution system upgrade and/or documents for HCAI review.
  - f. Design phase documentation (drawings and specifications).
  - g. Additional meetings, site visits, and investigations due to the unanticipated extension of schematic and design development phases.
  - h. Additional site visits, investigations, and documentation related to scope changes or unforeseen existing conditions.
  - i. 3-D modeling.
  - j. Any services related to LEED certification documents.
  - k. Code review meetings with local jurisdictions.
  - l. Life cycle and payback analyses.
  - m. Cost estimating services.
  - n. MEP upgrades outside of the project areas, except as specifically noted herein.
  - o. MEP system commissioning.
  - p. Forensic troubleshooting. If operational problems are encountered, they will be identified, but not investigated in detail.
  - q. Acoustic analyses.

- r. Any work related to the identification, encapsulation, or removal of hazardous materials.

**F. Schedule**

The schedule will be confirmed between Ratcliff and Alameda Hospital, and reviewed with the Consultant Team for a mutually agreeable time frame.

**G. Extra Services:**

Extra services as outlined above are in addition to our lump sum fee and will be billed on a time and materials basis at our standard hourly rates. Extra Services will only be performed upon mutual agreement and prior authorization.

Thank you for considering Cammisa + Wipf for this project. We are prepared to proceed immediately upon receipt of written authorization.

Very Truly Yours,  
CAMMISA + WIPF



Paul O'Connell, P.E.  
Principal

Attachment: 2024 Billing Rates



## 2024 Hourly Billing Rates\*

Principals (P.E.'s)	\$255
Engineers (P.E.'s)	\$145 - \$225
Engineers	\$140 - \$215
Designers	\$100 - \$130
Business/Marketing Manager	\$125
Administrative Assistant	\$125

\*Rates are subject to change on January 1, 2025



6518 Lonetree Blvd. #164  
Rocklin, CA 95765

Direct 415 510 7387  
Mobile 707 628 8614  
[www.tbdconsultants.com](http://www.tbdconsultants.com)  
[kdefay@tbdconsultants.com](mailto:kdefay@tbdconsultants.com)

January 22, 2024

Katy Taylor Ford  
Ratcliff  
5856 Doyle Street  
Emeryville, Ca 94608

**Re: Alameda Hospital Seismic Retrofit – 100% Design Development Estimate.  
Fee Proposal for Cost Consulting Services**

Dear Katy,

We are pleased to offer Cost Consulting services for the above project located in Alameda, CA

We understand the project is occurring on the existing Alameda Hospital campus in Alameda, Ca. The seismic work will be full seismic upgrades in Stephens Wing and West Sing, Non-structural seismic work to occur at all other buildings (except original hospital), and site Seismic retrofit (Utilities, holding tanks, generators, etc.). Operation/Programmatic changes will occur on one floor of Stephens Wing and 1 floor in the South Wing including a full gut/interior demolition with a remodel.

**Scope of Services**

Our fee proposal is based on providing the following base scope:

- Seismic Retrofit
  - o 100% Design Development Estimate – Full Seismic Retrofit Stephens and West Wings (82 hrs each)
  - o 100% Design Development Estimate – Non- structural Seismic Retrofit of remaining buildings (120 hrs)
  - o 100% Design Development Estimate – Site Seismic Retrofit (24 hrs)

The cost estimates will identify the total cost of construction based on the quantities or allowances with composite unit rates where applicable reflecting the scope of work and the current market conditions. Ratcliff Architects, and any other design consultants will provide project design documents, including relevant existing building design documents and site and bldg. photos, if applicable, for our use. **We also assume that estimating any of the other buildings on site will be excluded from this effort.** We also understand that reconciliation of our estimate with other cost opinions will not be required, and that ‘soft costs’ are excluded. We will not obtain any bids nor opinions of cost from subcontractors or vendors unless the work is of such a unique nature that no other cost information is available. The cost estimates will be provided using a standard TBD Consultants estimate template utilizing Unifomat II component format (a systems format). **Each of the options are assumed to be estimated separately.**

**Notable Exclusions:**

The following items are excluded from the scope in this fee proposal:

- Estimating extensive site improvements. (minimal site improvement scope estimating is included).
- In-person attendance at meetings (web-based meetings are included in the fee).
- Soft cost estimating.
- Reconciliation with estimates by others.
- Value analysis/engineering, life cycle cost studies.

**Fees**

We propose to provide the above services based on a **Lump Sum basis**:

100% Design Development Estimate Package:

**Baseline:**

Project #1: NPC 4 Improvements (120 hr) .....	\$	28,200.00
Project #2: NPC 5 Water Tank / Fuel Tank (24 hr).....	\$	5,640.00
Project #3a: Seismic Retrofit - Stephens Wing (82 hr).....	\$	19,270.00
Project #3b: Seismic Retrofit - West Wing (82 hr).....	\$	19,270.00
Revisions/Review (28hr.).....	\$	6,580.00

**TOTAL BASELINE (336 hrs) ..... \$ 78,960.00**

**Optional Add Alternates**

Provide cost estimating of additional options – fee can be provided upon request.

Additional work beyond the above shall be per our standard wage rate for senior cost consultants of \$235/hr for work performed in 2024.

The fees include expenses incurred in the preparation and distribution of any required documentation and reports.

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be charged at cost plus 0% administration.

Our fees exclude travel costs outside the San Francisco Bay Areas, any such travel costs as incurred will be billed separately.

**Payment and Terms**

We will issue a monthly invoice. Payment will be due thirty (30) calendar days after the date of invoice.

Our proposal remains open for a period of ninety (90) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Patrick Templeton and Niall Durkin.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of Ratcliff

\_\_\_\_\_  
Patrick Templeton  
Senior Cost Consultant

Accepted by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## Alameda Hospital

Proposal for the Geotechnical Engineering Services  
Alameda, California

04.P0251065-P-002 01 | April 11, 2024

Final

**City of Alameda Health Care District**



# Document Control

## Document Information

Project Title	Alameda Hospital Project
Document Title	Proposal for Geotechnical Engineering Services
Fugro Project No.	04.P0251065
Fugro Document No.	04.P0251065-P-002
Issue Number	01
Issue Status	Final

## Client Information

Client	City of Alameda Health Care District
Client Address	5856 Doyle Street, Emeryville, CA 94608
Client Contact	Katy Taylor Ford

## Revision History

Issue	Date	Status	Comments on Content	Prepared By	Checked By	Approved By
01	February 16, 2024	Final	For review and approval	RR	RLB	RLB
02	March 25, 2024	Final	For review and approval	RR	RLB	RLB
03	April 14, 2024	Final	Cover head update	RR	RLB	RLB

## Project Team

Initials	Name	Role
RR	Reza Rahimnejad, PhD, PE	Associate Engineer
RLB	Ron Bajuniemi, PE, GE	Senior Consultant



**FUGRO**

**Fugro USA Land, Inc.**  
1777 Botelho Drive, Suite 262  
Walnut Creek, California 94596

**Alameda Health District**  
1402 Park Street, Suite A/B  
Alameda, CA 94501

April 11, 2024

**Dear Ms. Stebbins,**

As requested by **Katy Taylor Ford with Ratcliff Architects**, Fugro is pleased to submit this proposal, to provide geotechnical engineering services during the design phase and construction of the proposed improvements and developments at the Alameda Hospital located in Alameda, California.

The purpose of this proposal is to provide cost estimate of our consulting services during the design and construction of the improvements and proposed future development at Alameda Hospital. We welcome the opportunity to be part of the Project Team. The following proposal presents our understanding of the project, the scope of services we anticipate providing, and an estimate of our fees, and our conditions.

## Project Description

Our understating of the project is based on our experience at this project site and past projects at this site including:

nearby projects, and the following information provided by your team:

- Woodward-Clyde-Sherard & Associates, 1966. Report S10344 for Alameda Hospital.
- Kaldveer Associates, Inc., 1988. "Geologic Hazards Update and Foundation Investigation: Proposed Addition – Alameda Hospital", Kaldveer Project No. K339-8.
- Harza, 2000. "Geologic Hazards Review and Update, Alameda Hospital", Harza Project No. 18559-CA.
- California Geological Survey, (2001) Letter. "SB-1952 Review of Engineering Geology and Seismology for Alameda Hospital." Prepared for Office of Statewide Health Planning and Development. Dated May 25, 2001.

- Fugro, 2004. "Liquefaction Potential for Stephens Wing, Alameda Hospital", Fugro Project No. 1414.002.
- California Geological Survey, (2004) Letter. "Supplemental Review of Engineering Geology and Seismology for SB 1953 Evaluation of Liquefaction for West Wing and Steven's Wing Buildings." Prepared for Office of Statewide Health Planning and Development. Dated September 8, 2004.
- Fugro, 2006a. Memorandum. "Supplemental Geotechnical Evaluation, the West Wing and Stephens Wing, Alameda Hospital." Fugro, 2006a. Memorandum. "Supplemental Geotechnical Evaluation, the West Wing and Stephens Wing, Alameda Hospital." Project No. 1732.001.
- Fugro, 2006b. "Conceptual Design for Liquefaction Mitigation, West Wing and Stephens Wing, Alameda Hospital". Fugro Project No. 1414.003, Dasse Design, Inc. Project No. 06B189.
- Fugro, 2009. "Geotechnical Study of Liquefaction Potential, Alameda Hospital, Alameda, California". Fugro Project No. 1414.005, for Thornton Tomasetti, Inc.
- Fugro, 2010. "Geotechnical Engineering and Geohazard Evaluation, Alameda Hospital Stephens Wing and West Wing, Alameda, California". Fugro Project No. 1414.005 for Thornton Tomasetti, Inc.
- Fugro, 2011. "Supplemental Liquefaction Evaluation of Subgrade Soils, Stephens Wing and West Wing, Alameda Hospital, Alameda, California". Fugro Project No. 04.71100013 for Alameda Hospital.
- Fugro, 2017. "Update of Geotechnical Engineering and Geohazard Evaluation, Alameda Hospital, Stephen Wing and West Wings". Fugro Project No. 04.72170026 for Alameda Hospital.

According to the email communications with the team, the existing West Wing and Stephen Wing structural performance will be re-evaluated based on the new California Building Code (CBC 2022) instructions. It is our understating that preliminary structural analysis revealed that additional shear walls need to be added to the existing structures, therefore, the foundation bearing pressures will change. Fugro will evaluate the bearing capacity of the existing foundations.

It is also proposed that a new 54,400-gallon Domestic Water Tank and a new 3,840-gallon Fuel Storage Tank, will be added to the facility adjacent to the West Wing structure on Clinton Avenue. The existing fuel tank is planned for possible upgrade and re-evaluation of its foundation. In addition, a new underground 41,300-gallon Sewer Tank is planned in the parking lot near Willow Street.

In our 2017 study for this site, we concluded that the presence of loose sand under the Stephens Wing might compromise the foundations stability. Therefore, it was recommended to use chemical grouting ground improvement method to stiffen the soil under the foundations.

For the evaluation of the new additions, we propose to perform subsurface exploration near the added components. The site investigation will be performed in two days. The collected data will reinforce our knowledge of the existing subsurface data for the design.



## Scope of Geotechnical Services

Our proposed scope of work includes reviewing existing geologic and geotechnical data of the site and vicinity, reviewing available existing buildings and facility construction record drawings, conducting field reconnaissance of the site, performing site subsurface soil exploration, performing engineering analyses, preparing a draft update to our 2017 geotechnical investigation report (mainly targeting the retrofit of the existing structures and new additions) for project team's review and final reports incorporating review comments. Each of our proposed tasks are described below.

In addition, we foresee review comments on the geotechnical report by the related authorities having jurisdiction over the planned structures. In our proposal we assume one round of responses to the comments and efforts needed to assist the design team in obtaining approvals from the HCAI.

### Task 1: Data Review

Fugro will review existing project geologic and geotechnical data of the site and vicinity, including any available previous geotechnical study reports for the site and related record drawings of the buildings and utilities. We recommend all other available drawings and site related information be forwarded to us for review.

### Task 2: Pre-Field Activities and Subsurface Exploration

Our most recent and previous subsurface investigation encountered fairly consistent strata across the site. Typically, the uppermost 3 to 8 feet from existing site grades consists of predominately granular fill soils placed when Alameda Island was extended south to form South Shore (circa 1950). These soils are underlain by dense, silty and clayey dune sands of the Merritt Formation. Our subsurface investigations (2009 and 2010) consisted in part of thirteen (13) CPTs, which encountered materials with similar characteristics.

As part of our 2009 explorations, one CPT was extended to 55 feet below grade, and encountered a stiff clay underlying the dense sands at approximately 50 feet below grade. Our three test pits, corroborated the previous findings of fill material, immediately adjacent to the southern corner of the Stephens Wing encountered more gravelly sands at foundation depth.

Previous explorations by Fugro and its predecessor companies Harza Engineering Company, Inc. (Harza 2000) and Kaldveer (1988) indicate the fill soils taper in thickness to the north, and the Merritt sands are encountered shallower. Gravels with cobbles were recorded in previous borings by others (WCS, 1966) on the south side of the Stephens Wing and West Wing between 8½ and 10 feet below grades (WCS66-14 and WCS66-13, summarized by Kaldveer, 1988).

For this study, because of lack of information at the proposed additions, we propose one day of field work to perform 2 to 3 CPTs to maximum depth of 100 feet. The subsurface exploration will be conducted under the direction of our field engineer or geologist.

The CPT holes will be backfilled with lean cement grout in accordance with Alameda County Public Work Agency (ACPWA) requirements upon completion. The holes surfaces will be patched with quick mix concrete or asphalt as appropriate. Our proposed scope of work does not include identifying the presence, type, and extent of hazardous materials as we do not expect the presence of hazardous material.

We will coordinate with the project team and visit the site to identify the ground condition and mark the CPT locations. We will notify Underground Service Alert (USA) a minimum of 48 hours prior to performing our field exploration. A private utility locator will also be used to clear the proposed CPT locations that are located in areas where live underground utility lines still exist. Because the exploration will include locations adjacent to the Clinton Ave., we may need to obtain encroachment permit and provide traffic control during the time of work at such locations.

### **Task 3: Geotechnical Engineering Analyses and Report**

Based on the results of our data review, field reconnaissance and subsurface exploration, we will perform engineering analyses to provide conclusions and recommendations regarding the geotechnical aspects of the project. We understand that the 2022 CBC including OSHPD amendments and ASCE 7-16 will be used for the design of the proposed structures. The structures will require HCAI review and will include a geologic hazard evaluation in accordance with special note 48. We will provide a supplemental report to our 2017 update report based on our findings and submit a draft report for your review and comments. Our final report will provide discussions and recommendations including but necessarily limited to the following information:

- Vicinity Map and Regional Geologic Maps of the project site, and Site Plan that shows the approximate exploration locations.
- Logs of the borings, including previous subsurface exploration logs from the site and vicinity.
- Description of general site surface and subsurface conditions, physical properties and characteristics of the subsurface soils, and groundwater level and possible seasonal variations in the level.
- Presentation of cross-sections to provide graphical presentation of the site stratigraphy.
- A discussion of the liquefaction potential of the subsurface soils and the effects of dynamic settlement from liquefaction on foundation and site work design.
- Provide 2022 CBC seismic design parameters, including CBC Site Class Type, and near source factors, and site repose analysis.
- A discussion on impact of excavation on a nearby adjacent structures.
- Provide estimation of the existing foundations bearing capacities, passive, and active pressures based on current codes and standards.
- Provide design recommendation for the retrofit of the existing buildings.
- Foundation design recommendations for the new steel structure that may consist of spread footings with connecting grade beams or a large mat slab on improved ground or deep foundation. The foundation recommendations will include supporting capacities, size and embedment

recommendations, lateral capacities to support the proposed structure (e.g., passive pressures and coefficient of sliding friction), and subgrade reaction modulus. If ground improvement is used, design and specifications for ground improvement will be included.

- Develop estimated total and differential settlements for the recommended foundation systems.
- Recommendations for the construction of the shallow and deep foundations.

The scope of this task does not include addressing comments as part of a peer review process (i.e., review performed by an independent consultant). A digital copy of draft geotechnical investigation supplemental report will be provided to the design team for review prior to issuing a digital copy of the final report. Hard copies of the final report can be provided upon request. Final reports will be provided after resolving all comments and questions by HCAI.

#### **Task 4: Consultation During Design**

This task provides for ongoing consulting services and meetings with the design team for preparation of plans, specifications and estimates for contract bidding and time for discussions with HCAI.

#### **Task 5: Construction Plans and Specification Review**

As geotechnical engineer of record, Fugro will provide review of construction plans and specifications to validate those recommendations provided in our geotechnical report have been incorporated.

#### **Task 6: Engineering Services Construction**

We propose to provide Office and Field Engineering Services as described below.

##### **Task 5: Engineering Services During Construction**

Fugro's services during construction will consist of the following 3 tasks:

##### **Task 6.1: Office Support**

- Consultation to address geotechnical-related issues that may arise during construction;
- Review of submittals;
- Review of Requests for Information (RFI's);
- Project management, monitoring of project progress, documentation;
- Attendance at meetings (as requested, assumes two 1-hour virtual meetings for Pre-Construction and Kick-off Meetings), and meetings during construction;
- Provide Daily Field Report during construction.

## Task 6.2: Earthwork

A Fugro engineer will provide as-needed part time observation during underground obstacle removal and backfill, weak soil over-excavation and re-compaction, engineered fill placement during excavation and utility trench backfill.

As part of each site visit, a Daily Field Report (DFR) will be prepared that describes the day's geotechnical-related construction activities. Filed density testing is assumed to be provided by a third-party soils lab.

## Task 6.3: Foundation Work

A Fugro engineer will provide full-time observation during the installation of deep foundations or ground improvement works per the building code mandated Special Inspection requirements. The estimated hours are for the monitoring of foundation work and does not include any testing during the construction.

As part of each site visit, a Daily Field Report (DFR) will be prepared that describes the day's geotechnical engineering-related construction activities. At the completion of foundation installation, Fugro will provide a special inspection report for the foundation work.

## Fee Estimate

Our services will be provided on a Time and Material basis. Fugro is requesting a total budget of \$140,215 for the services during site investigation and design and construction phases of the proposed Project. This figure was derived from the sum of our estimates for the individual tasks as shown in the table below. Detailed breakdown of estimated hours for each task is presented in table below.

We propose to perform this scope of work in accordance with the table below. For additional services to our proposed scope of work, we will request change orders based on our 2024 Fee Schedule at the time of services as shown in **Appendix A**. Note that estimated cost for each Task may vary based on project conditions and volume of work. Therefore, we foresee that some of the Task hours may be exceeded.

This total estimated fee will not be exceeded unless the scope of services changes, project extends to after the following years or additional time is requested for the field and/or office services, and not without your prior authorization. For work extending beyond 2024, for the scopes of this proposal and any additional tasks an additional escalation rate of 2% per year will be negotiated. Our work can begin immediately upon receiving your written authorization.

The proposed scope of work does not include identifying the presence, type, and extent of hazardous materials, if any, encountered during construction. If such materials are encountered, Fugro can provide appropriate hazardous materials consulting services under a separate contract with you.

Based on our email communications, we understand that ASCE 41-13 for OSHPD jurisdiction will be used for this project. Based on ASCE 41-13, site-specific analysis is not required for Site Class C or D. Therefore, we will use online tools to obtain seismic design parameters and site-specific analysis is not included in

our cost estimate. Note that ASCE 41-17 requires site-specific analysis for Site Class D. If design team decided to use ASCE 41-17, additional cost will be requested for this task.

Our budget is based on the assumption that our scope of work is not subject to Skilled and Trained Workforce Requirements as defined in Chapter 2.9 (Section 2600 et seq.) of the Public Contract Code. Estimated fees are based upon prevailing wage rates.

Table 1: Fee Schedule (T&amp;M Estimate)

Task Description	Sr. Principal Engineer (\$355/hr.)	Principal Engineer (\$305/hr.)	Associate Engineer (\$255/hr.)	Project Engineer (\$205/hr.)	GIS/ Illustration (\$220/hr.)	Word Processor (\$120/hr.)	Vehicle (\$135/day)	Subcontractor + mark ups/ Permit (\$)	Total Estimated Cost (\$)
1. <u>Data Review</u> <ul style="list-style-type: none"> <li>Review existing reports, drawings, and relevant publication regarding the site hazards</li> </ul>	4		16						2,940
2. <u>Pre-Field Activities and Subsurface Exploration</u> <ul style="list-style-type: none"> <li>Site visit and marking CPT locations and site condition; Assume Project Engineer 6 hours including travel time.</li> <li>Apply for USA ticket, drilling permit, coordination, CPT, and utility locator contractors. Assume Project Engineer 4 hours. Assume direct cost for drilling permit of \$ 475.</li> <li>Apply for encroachment permit and provide traffic control if needed. Total of \$2,500 plus %15 markups.</li> <li>Perform 2 or 3 CPTs, one day of work; Assume Fugro field Project Engineer 10 hrs./day including driving time plus 15% markups. Drilling Includes: <ul style="list-style-type: none"> <li>Mob/demob truck drill, \$1,000/travel</li> <li>CPTs up to 100 feet, one day of work, \$6,000/day including grout and seismic CPT</li> </ul> </li> <li>Perform utility clearance for a total of \$2,000 plus 15% markups.</li> <li>Provide support; Assume Senior Principal 2 hrs. and Associate Engineer 6 hrs.</li> </ul>	1		3	6  4  4  10  6			1    1   1	475  2,875   1,150  6,900  2,300	21,510

Task Description	Sr. Principal Engineer (\$355/hr.)	Principal Engineer (\$305/hr.)	Associate Engineer (\$255/hr.)	Project Engineer (\$205/hr.)	GIS/ Illustration (\$220/hr.)	Word Processor (\$120/hr.)	Vehicle (\$135/day)	Subcontractor + mark ups/ Permit (\$)	Total Estimated Cost (\$)
3. <u>Engineering Analysis and Report Preparation</u> <ul style="list-style-type: none"> <li>Perform necessary engineering analysis as mentioned in the scope of work.</li> <li>Provide Supplemental Geotechnical Engineering Report</li> </ul>	16		40	20	24	8			26,220
4. <u>Meetings and Consultation During Design</u> <ul style="list-style-type: none"> <li>Attend Meeting with the design team (3 meetings)</li> <li>Assist design team during the design stage.</li> <li>Respond to HCAI comments</li> </ul>	3 12 12		3 40 16						24,630
5. <u>Drawings and Specifications Review</u>	4		16						5,500
6. <u>Services During Construction</u> 6.1 <u>Project Management Office</u> <ul style="list-style-type: none"> <li>Engineering Consultation</li> <li>Review of RFIs and Submittals</li> <li>Project management, monitoring of project progress, documentation.</li> <li>Meetings</li> <li>DFRs</li> </ul>	5 5  2		10 10 10 4 10	20					\$56,855
6.2 <u>Earthwork</u> <ul style="list-style-type: none"> <li>Part-time observations subgrade prior to fill placement, foundation construction, or trench backfills. Assume a Project Engineer part-time site visit for 10 visits (@ 5 hrs/day, including 2-hr roundtrip travel time, plus vehicle). Assume 0.5 hr/site visit of associate</li> </ul>			5	50			10		

Task Description	Sr. Principal Engineer (\$355/hr.)	Principal Engineer (\$305/hr.)	Associate Engineer (\$255/hr.)	Project Engineer (\$205/hr.)	GIS/ Illustration (\$220/hr.)	Word Processor (\$120/hr.)	Vehicle (\$135/day)	Subcontractor + mark ups/ Permit (\$)	Total Estimated Cost (\$)
professional for review of daily field reports. 6.3 <u>Observation During Foundation Work</u> <ul style="list-style-type: none"> <li>Provide full-time observation during the installation of deep foundation or ground improvement work. Assume a project engineer for 10 full-time site visits (10 hrs./day, including 2hr roundtrip plus vehicle. Assume 1 hr/site visit of associate professional for review of daily field reports.</li> </ul>			10	100			10		
<b>Total</b>									<b>\$140,215</b>



## Schedule

Fugro confirms its ability to meet the anticipated schedule as request in RFP. We will start our geotechnical services within two days after receiving your official Notice to Proceed (NTP). Our fieldwork, assuming no delays associated with site access coordination, drilling permitting, and qualified local CPT and drilling contractors can be scheduled to be onsite within four weeks. We are committed to meet the following schedule:

Order	Activity	Schedule
1	Data Review	Week 1
2	Pre-Field Activities, and Permitting, Complete Field Exploration	Week 1 – Week 4
3	Draft Report for HCAI	Week 2 – Week 6
4	Meetings and Consultation During Design	TBD
5	Drawings and Specifications Review	TBD
6	Construction Services	TBD

## Assumptions, Terms and Conditions

The following commercial conditions and qualifications apply to this proposal:

- No field mapping, trenching or dating activities related to any potential features or lineaments on or near the proposed project area are included in our proposed scope of work.
- All our prices are in US Dollars (US\$).
- Any local taxes, fees, withholdings, currency risks, import duties, bonds, surcharges, etc. are excluded from our proposal. Our prices are based on a net price to Fugro in US Dollars with no withholding.
- Costs for any additional work outside of the current scope could be performed on a time and material basis per the attached 2024 Fee Schedule (**Appendix A**).
- All meetings (including internal review meetings and progress meetings) will be via teleconference/webinar. In the event, unscheduled in-person meetings are requested, it will be billed on a time and materials basis per the attached 2024 Fee Schedule (**Appendix A**).
- In our budget, we have assumed one iteration between Fugro and the client on Fugro's draft reports to ensure where possible full alignment with the client's requirements in Fugro's delivered final reports. Our deliverables will be provided in digital format.
- No allowance is made in our prices for giving presentations or attending workshops outside of the milestone meetings explicitly included in the proposal.
- The proposed budget for this project does not include addressing comments as part of a peer review process or any site visits. Additional budget will be required to respond to reviewer's comments should a peer review be performed.

- This document is confidential. Neither the whole nor any part may be disclosed to any third party nor reproduced, stored in any retrieval system, or transmitted in any form nor by any means (electronic, mechanical, reprographic, recording or otherwise) without the prior written consent of Fugro.
- This proposal remains the intellectual property of Fugro and cannot be used for any purpose other than of a contractual nature with Fugro.
- This proposal is valid for a period of 30 days from the date of this proposal. Offer must be accepted within the 30 days of proposal validity and all work must be completed within 1 year from the proposal date. Fugro reserves the right to request annual escalations on remaining work at that time.
- Availability of personnel and equipment are subject to availability at the moment of written notification of award of the contract and with specified notice period for mobilization.
- The proposed scope of work does not include identifying the presence, type, and extent of hazardous materials, if any, encountered during construction. If such materials are encountered, Fugro can provide appropriate hazardous materials consulting services under a separate contract with you.
- Our budget is also based on the assumption that the work will be performed in accordance with the applicable California prevailing wage laws but is not subject to a Project Labor Agreement; and that our scope of work is not subject to Skilled and Trained Workforce Requirements as defined in Chapter 2.9 (Section 2600 et seq.) of the Public Contract Code.
- One mobilization/demobilization of each drilling unit / equipment and crew associated with the field exploration.
- Site specific training and project orientation for field personnel will be limited to no more than 2 hours.
- Fugro's proposal is made subject to availability of personnel and equipment at the time of project award.
- In the short time available for preparation of this proposal Fugro has been unable to undertake a site visit and therefore our proposal is subject to the exploration locations being accessible to the proposed suite of truck-mounted drilling rig.
- The requested exploration locations will be free of underground and overhead obstructions.
- Clearing the investigation locations, clearing of vegetation, felling of trees, etc. to gain access has currently not been provided for within the proposed rates. Should such services be required Fugro would be pleased to provide rates post a detailed site visit.
- Fugro's current rates do not allow for construction of temporary access ways, roadways, drill pads, bridges, walkways, levelling of land, etc.
- Access, right-of-entry, permissions, and any other permits, authorizations, etc required for site access will be obtained by the Client/Owner.
- The drilling equipment will cause ground surface disturbance such as ruts in non-paved areas. The scope of work outlined herein does not include site restoration or revegetation of any type beyond typical clean-up following completion of exploration/survey at each location.

- No drilling and sampling in debris has been allowed as we understand this will not be required. The cost and schedule will be modified if we encounter debris at the site.
- A source of water for our drilling operations will be available on the work site and will be free of charge to Fugro.
- We have not included cost for concrete coring to gain access to the subsurface. Asphalt coring doesn't impose additional charges.
- Any environmental assessment, evaluation, and/or analyses are outside the scope of this study.
- Drilled material (soils) will not contain contaminants. If contaminated or hazardous materials are encountered, fieldwork will cease until an environmental assessment is made by the Owner/Client. Standby related to these delays will be billed using our hourly rates provided in the proposal.
- Costs associated with storage, testing and transportation of drilling spoils, cuttings/drilling mud, etc. offsite is included in this proposal.
- Spoils which are suspected of being contaminated, by odor or visual observation or by laboratory analysis, will be isolated from the environment until further laboratory testing can determine actual composition of the spoils. Disposal will be determined and directed by the client. Our cost estimate does not include any special treatment of drilling spoils, drilling flush water, etc.
- Borings will be backfilled with ordinary Portland cement bentonite grout.
- In no event shall Fugro be liable for the removal of any materials lost whilst penetrated below ground level. For the avoidance of doubt, equipment (including but not limited to casings, drill rods, cones, sample tubes, rods, leads and barrels) which remain at or below the ground level will not be recovered unless easily done so.
- The current cost estimates are based on the assumption that Fugro's HSE procedures are satisfactory to the Client and sufficient for the specified work. Any additional training requirements, if required, will be evaluated and subsequent costs charged to the Client.
- Fieldwork will be performed in level D personal protective equipment (safety boots, rubber gloves, goggles, ear protections etc.). If contaminated or hazardous materials are encountered, field services will cease until Client/Owner makes an environmental assessment.
- The cost estimate is based on the assumption that the crew can work 5 days per week for 9 hours daily.
- The standby rate is applicable when work is unable to advance due to reasons beyond the control of Fugro, including but not limited to: client supplied services, client supplied equipment availability/operability, inclement weather, heavy rain, thunder and lightning, winds, access issues, debris obstructing operations, client instruction, failure of client to provide necessary permits, licenses and/or any other necessary access arrangements to the site, including liaison with local authorities, community liaison, land owners or other contractors / operators within the work area.

We are pleased to be of continuing service to AHS. If you approve of the scope and cost of this request, it is our understanding that you will issue a Purchase Order for budget amendment. Please call Ron Bajuniemi at (510) 610 7842 if you would like to discuss any aspect of this proposal.

  
**Reza Rahimnejad, PhD, PE**  
Associate Engineer

  
**Ronald Bajuniemi, PE, GE**  
Senior Consultant

Copies Submitted: (PDF) Addressee

# Appendix A

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## Fee Schedule

# 2024 Western US and International Projects Fee Schedule

## Analysis, Consultation and Report Preparation

Fees for Fugro professional services, including project administration and travel time between home office and project locations, are based on the time of professional, technical, and other support personnel directly applied to the project. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted upon request. Personnel participating in judicial proceedings, whether it be expert or witness testimony, delivery of depositions, consultation to legal counsel, or preparation for such, will be billed at \$525 per hour. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted on request.

Professional Staff	Hourly Rate
Staff Professional .....	\$165
Senior Staff Professional .....	\$190
Project Professional .....	\$205
Senior Project Professional .....	\$215
Senior Professional .....	\$240
Associate Professional .....	\$255
Principal Professional .....	\$305
Vice President / Senior Principal Professional .....	\$355

Technical and Office Staff	Hourly Rate
Office Assistant .....	\$95
Technical Assistant/Records Coordinator .....	\$110
Word Processor/Clerical .....	\$120
Laboratory Technician .....	\$130
Graphics Illustrator .....	\$145
HSE Manager .....	\$215
Engineering Field Technician – Non-Prevailing Wage, Straight Time .....	\$145
Engineering Field Technician – Prevailing Wage, Straight Time .....	\$170

### Overtime Rates for Technical and Office Staff

- Saturdays or over 8 hours/day during weekdays ..... 1.5 x straight time
- Saturdays over 8 hours or Sunday/holidays ..... 2.0 x straight time
- Swing or graveyard shift premium ..... 1.3 x straight time

## Other Direct Charges

Outside Services .....	Cost Plus 15%
Prevailing Wage/Certified Payroll .....	\$225/day
Automobiles .....	IRS Standard Mileage Rate

Basic Field Vehicle .....	\$135/day
Field Vehicle with Sampling and Logging Equipment .....	\$225/day
IMASW Equipment .....	\$485/day
Topcon IS Imaging Station / DGPS .....	\$235/day
Rope Safety Equipment .....	\$200/day
Toughbook Computers .....	\$70/day
Workstation Applications .....	\$70/day
Generator .....	\$40/day
Trench Supplies .....	\$12/foot
Plotter Generated Maps .....	\$7/sheet
Copies (photocopy) .....	\$23/sheet

### Hardware/Software Interpretive Programs

SMT/Fledermaus .....	\$40/hr
GIS/ACAD .....	\$40/hr
Finite Element/Finite Different Packages .....	\$40/hr
Seismic Data Processing .....	\$40/hr

### Laboratory and Specialty Testing and Equipment

See Separate Schedules

\*Outside services include subcontracted services, outside consultants, outside laboratory testing, equipment rentals, outside reproduction and photographic work, travel and subsistence, field supplies, and any other out of pocket expenses directly related to the project.

### Applicability

Fee Schedule is subject to periodic revision, typically at the first of the year. Rates apply only to services provided in the Western United States and internationally from United States offices, unless otherwise noted. Rates may vary for complex projects, or personnel in other locations and will be provided upon request.

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Effective 01/01/2024