THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 17th day of October, 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and SLR INTERNATIONAL CORPORATION, a Washington Corporation whose address is 110 11th Street, 2nd Floor, Oakland, CA 94607 (hereinafter "Consultant"), is made with reference to the following:

RECITALS:

- A. On the 10th day of January, 2015, an agreement was entered into by and between City and SLR International Corporation (hereinafter "Agreement").
- B. On the 25th day of July, 2015, a first amendment was entered into by and between City and SLR International Corporation (hereinafter "First Amendment").
- C. On the 1st day of March, 2016, a second amendment was entered into by and between City and SLR International Corporation (hereinafter "Second Amendment").

City and Consultant desire to amend the Agreement on the terms and conditions set forth herein.

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

- Section 2 ("Services to be Performed") of the Agreement is amended to read as follows: "Consultant shall perform each and every service set forth in Exhibit A, Exhibit A-1, Exhibit A-2, and A-3, the Consultant's letter dated August 14, 2017, which is attached hereto and incorporated herein by this reference."
- 2. Section 3, first and third Paragraph ("Compensation to Consultant") of the Agreement are amended to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement, as amended, in the amount set forth on Exhibit B, Exhibit B-1, B-2, and B-3 which are attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Jean Sweeney Open Space Park CIP Fund 91309."

"Total compensation for work is \$518,060 as based on the total amount set forth on Exhibits B, Exhibit B-1, Exhibit B-2 and Exhibit B-3. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City."

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

SLR INTERNATIONAL CORPORATION A Washington Corporation	CITY OF ALAMEDA A Municipal Corporation
By Str 7 Josh	Ву
Title President and COO	Title
By Epmonan	RECOMMENDED FOR APPROVAL:
Title Finance Director/Corp Secretary/	
The American restrict and the metallic material	APPROVED AS TO FORM:
	City Attorney
	By Mchay H Aml Title Ksistat Cis Attorny
	Title Assistant Cis Attorny

- Project Management SLR Project Manager will meet with the CA Dept. of Toxic Substance Control and City of Alameda to develop a project schedule and outline the project objectives. Includes two meetings with DTSC and one site visit.
- 2. Soil Management Plan SLR will prepare a soil management plan which will provide guidelines and protocols for Jean Sweeney Open Space Park (Site) construction activities in a manner which is protective of human health and the environment. The plan will include a summary of Site contamination, exposure pathways, Site restrictions, pre-construction requirements (notifications and health and safety planning), excavation and grading protocols, soil handling and stockpiling guidelines, air monitoring, storm water and dust control, soil disposal procedures, decontamination and reporting. The Soil Management Plan will also include all requisite figures, tables and appendices. Includes preparation of draft document, client review process, draft final and final document production.
- 3. Development of Land Use Covenants SLR will complete the LUC for the Site in a manner compliant with the requirements of the TSI (ex: to prevent exposure to soils through digging, planting of plants, etc.). The covenant will include legal property description, descriptions of contamination at the burdened property and exposure pathways.
- 4. Operations and Maintenance Plan SLR will prepare an Operations and Maintenance Plan for the long-term use, protection, maintenance and monitoring of the Site. The Operations and Maintenance Plan will include a detailed description of the final (as-built) park to be used as protective cover (cap) for the isolation of contaminated soils. This description will include cap system components: thicknesses and spatial geometry of various cover materials (hardscape, landscape, raised beds, etc.). The Operations and Maintenance Plan will also include:
 - Goals and objectives;
 - Hazard summary:
 - Operations and Maintenance Personnel roles and responsibilities;
 - Summary of remedy;
 - Training requirements:
 - Operations and Maintenance inspection requirements;
 - Reporting (5-year Review)
 - Site work activities guidelines
 - Notifications and recordkeeping
 - Operations and Maintenance Plan modification requirements.

The Operations and Maintenance Plan will also include all requisite forms, figures, tables and appendices. Includes preparation of draft document, client review process, draft final and final document production.

Scope of Work Assumptions:

 The Operations and Maintenance Plan and Soil Management Plan requirements are consistent with applicable DTSC and Alameda County Department of Environmental Health guidelines.

- 2. Land Use Covenant requirements are similar or identical to those outlined in the Alameda County Model Deed Restriction.
- 3. Required documentation for report preparation, including detailed park as-builts, will be available to SLR in a timely manner.
- 4. Oversight and documentation of the implementation fo the Soil Management Plan and the Operations and Maintenance Plan is not included in the cost estimate. Such oversight shall be performed on a Time and Materials Basis according to the Rate Schedule on Exhibit B. Any Time and Materials charges must have prior written approval from the City.
- Costs associated with development of a public participation plan and public meetings, mail outs, are assumed to be covered by the CA Department of Toxic Substance Control.

EXHIBIT A-1



July 22, 2015 P109

Ms. Amy Wooldridge Alameda Recreation and Parks Director 2226 Santa Clara Avenue Alameda, CA 94501.

Re: Proposal for Jean Sweeney Open Space Park, Alameda Remediation

Dear Ms. Wooldridge:

Following up with the meeting with DTSC and review of existing site reports, SLR has prepared this proposal for additional field investigation activities in support of the City of Alameda's Recreation and Parks Department (ARPD) plan to create a new 22-acre park (Jean Sweeney Open Space Park)(Site).

BACKGROUND

We have conducted a review of previous investigations and prepared the data gaps matrix shown below in Table 1. The majority of the REC's previously identified during the 1999 Phase I (URS) and subsequent 2010 Phase I (Blackie) have been adequately characterized during the 1999 Phase II (URS), 1999 Remedial Investigation (URS) or the 2014 Targeted Site Investigation (Source Group).

The potential for PAH's, pesticide and herbicide impacts in shallow soil are identified as REC's in the 2010 Phase I and have not been adequately evaluated. The main source of PAHs in railway areas derives from substances used for rolling stock operation such as machine grease, fuel oils and transformer oils. Another important source of PAHs is creosote, which is a common impregnation agent for outdoor wood structures, including railway ties. Pesticides and herbicides are often used along railroad right-of-ways for weed and burrowing animal control. Based on a review of aerial photographs of the site, it appears the majority of the site previously had railroad lines on the surface and could potentially be impacted.

SLR recommends conducting a site wide shallow soil investigation to investigate impacts from PAHs, pesticides and herbicides in areas previously underlying rail lines. Based on this recommendation and concurrence we contacted DTSC and outlined the framework for field work.

Table 1. Data Gaps Matrix

Jean Sweeney Open Space Park - May 2015

REC	Affected Area	Actions Taken	SLR Recommendation
Hydrocarbons in Soil	Yard House, Spill Excavation Area, Former Maintenance Building Area	Characterized and delineated by soil borings during 1999 RI and 2014 TSI.	No Additional Investigation
Hydrocarbons in GW	Former AST Area, Yard House, Former Tenant Area	Adequately characterized and delineated by soil borings during 1999 RI and 2014 TSI.	Low-level DRO in former AST area. No significant HHR. No Additional Investigation
PAH's in Soil	Sitewide and burned structure	One sample analyzed in 1999. Not adequately characterized.	Conduct site-wide shallow soil investigation prior to RAW preparation.
PCB's in Soil	Sitewide	Characterized by 1999 RI and Phase II	No Additional Investigation
Pesticides and herbicides	Sitewide	None. Not adequately characterized.	Conduct site-wide shallow soil investigation prior to RAW preparation.
Lead in Soil	Eastern Lead-Impacted Soil Area, Spill Excavation Area, Former AST Area	Characterized and delineated by soil borings during 1999 RI and 2014 TSI.	No Additional Investigation
Arsenic in Soil	Sitewide	Characterized by UCL analysis in 2014 TSI.	No Additional Investigation.
Remaining RR ties	UP (southern) parcel	None. Not adequately characterized.	Identify disposal and/or recycling options. Sample underlying soil for PAHs, herbicides and pesticides.
Residual contamination in ballast rock	UP (southern) parcel	Ballast rock characterized for PCB's, metals and hydrocarbons in 1999 Phase II and RI.	Not adequately characterized for PAHs and pest/herb. Include ballast in site-wide PAH/pest/herb investigation.

SCOPE OF WORK

Scope of work is limited to development of site investigation workplan, site investigation and preparation of tables and figures tabulating the data. We anticipate rolling the field investigation data into a (Remedial Action Workplan) RAW thus saving the cost of preparing a separate field investigation report. However the complexity of the RAW and whether discussion of risk associated with analytical data will depend on the data that we receive. Based on this we will provide costs for the RAW once the data from the field investigation is available.

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- 1. Development of Workplan for DTSC Approval and Permitting Work includes development of a site investigation workplan, negotiations with DTSC to obtain approval and initiate the permitting process for soil borings.
- 2. Field Investigation Consisting of:
 - a. Complete 25 direct-push soil borings on the Site, to approximately 7 feet below grade (fbg). Three soil samples will be collected from each boring at approximately the following depths:
 - surface 0.5 fbg,
 - 2.0 2.5 fbg, and
 - 5.0 7 fbg.
 - b. Perform utility clearance in sampling locations
 - c. Survey sampling locations
 - d. Perform laboratory analytical testing for polynuclear aromatic hydrocarbons (PAHs), pesticides and herbicides on the upper two soil samples, hold the 3rd sample for analysis only if the upper two exceed regulatory thresholds.
 - e. Dispose of drilling debris.
 - f. Tabulate Data in table format

ESTIMATED COST

The following tasks will be performed by SLR to complete the scope of work defined above. Majority of the costs are associated with analytical costs (nearly 20K) and drillers (7K).

Task	Description	Cost
1	Site Investigation Workplan And Permitting	\$5,300
2	Site Investigation and Data Tabulation	\$39,200
TOTAL		\$44,500

ASSUMPTIONS

This cost estimate is based on the following assumptions:

1. Costs are based on sampling the borings at surface and 2.5 feet. If the data shows that the deeper samples also need to be analyzed costs will increase.

SLR International Corporation United States

2. Costs are based on analytical program for constituents identified in the workplan. At this point we don't anticipate DTSC requiring additional investigation beyond what is provided here.

SCHEDULE AND AUTHORIZATION

SLR is prepared to begin working on this project as soon as written authorization is received. To authorize SLR to proceed with this work, please review and return a signed copy of the Letter of Authorization (Exhibit A) via email to Mohammad Bazargani at mbazargani@slrconsulting.com. An executed copy of these documents will be returned to you for your records.

SLR appreciates the opportunity to provide consulting services to the City of Alameda's Recreation and Parks Department (ARPD). Please call (510) 451-1761 ext. 201 if you have any questions.

Sincerely,

SLR International Corporation

Mohammad Bazargani P.E.

Managing Principal

Enc: Exhibit 1: Letter of Authorization.

Exhibit 2: 2014-15 Schedule of Charges

LETTER OF AUTHORIZATION FOR THE CITY OF ALAMEDA RECREATION AND PARKS DEPARTMENT

CLIENT

Name:

Ms. Amy Wooldridge

Address:

2226 Santa Clara Avenue

City:

Alameda, CA 94501

Phone:

(510) 747-7570

PROJECT

SLR International Corporation's services will be provided in connection with the project listed below:

Construction of the Jean Sweeney Open Space Park.

SCOPE OF WORK

- Site Investigation Workplan
- Site Investigation

FEE FOR SERVICES

SLR International Corporation's fee for the services described herein will be provided on a time and materials basis for the amount of \$44,500

Signing of this Letter of Authorization by Client and SLR International Corporation (Consultant) authorizes SLR International Corporation to complete the scope of work as described herein.

AGREED TO BY CLIENT:		AGREED TO BY CONSULTANT:		
Signature:	182		Signature:	
Name:	Amy/Wooldridge		Name:	Mohammad Bazargani
Title:	ARPD Director		Title:	Managing Principal
Date:	7/30/15		Date:	July 14, 2015



January 28, 2016 P109

Ms. Amy Wooldridge Alameda Recreation and Parks Director 2226 Santa Clara Avenue Alameda, CA 94501.

Re: Additional Scope of Work for Jean Sweeney Open Space Park, Alameda Remediation

Dear Ms. Wooldridge:

Following up on three sets of comments by the Department of Toxic Substance Control (DTSC) on SLRs workplan for Site Investigation for Alameda's Recreation and Parks Department (ARPD) plan to create a new 25-acre park (Jean Sweeney Open Space Park)(Site), this update budget request presents costs reflecting DTSCs comments on the workplan.

BACKGROUND

In late August 2015, SLR submitted a workplan for limited site investigation at the Site to DTSC. In October 2015, DTSC provided several sets of comments in the redline form to the workplan. A detail response to comment letter is included as an attachment to this proposal. Also we've included a summary sampling and analysis plan associated with changes DTSC has requested.

SCOPE OF WORK

The July scope of work included the following:

- Complete 25 direct-push soil borings on the Site, to approximately 7 feet below grade (fbg). Three soil samples will be collected from each boring at approximately the following depths:
 - surface 0.5 fbg,
 - 2.0 2.5 fbg, and
 - 5.0 7 fbg.
- Perform utility clearance in sampling locations
- 3. Survey sampling locations
- Perform laboratory analytical testing for polynuclear aromatic hydrocarbons (PAHs), pesticides and herbicides on the upper two soil samples, hold the 3rd sample for analysis only if the upper two exceed regulatory thresholds.
- Dispose of drilling debris.
- 6. Tabulate Data in table format

SLR International Corporation United States

The additional scope of work is due to the DTSC comments on the draft workplan submitted in September 2015. DTSC provided redline response. Additional scope of work carries the following elements.

- Map the railroad ballast onsite. Modify the sampling program to include testing for lead and arsenic for soil below the ballast area and also characterize the ballast.
- 2. Develop an accurate measurement of the soil stockpiles to allow for development of a proper sampling grid.
- 3. Perform geophysical survey on the following areas:
 - a. Maintenance areas to find the 3rd maintenance pit and pinpoint the location and footprint of the two known pits.
 - b. Verify presence of suspected UST near the Yard House
 - c. Locate backfilled excavation cavity from the spill response in 2007. The report did not survey the location of the backfill and did not provide a scaled map and DTSC is requesting additional characterization due to presence of COCs in sidewall samples above the regulatory limits. Once the extent is identified the analytical program will commence.
- 4. Building perimeter sampling in accordance with DTSC guidelines associated with
 - a. Burned down maintenance building; DTSC is requesting Dioxin, lead and asbestos sampling
 - b. Yard House
 - c. Wood Street Building Foundation
- 5. Additional Field Investigation Consisting resulting in increase of number of borings from 25 to 71 either hand augered or direct push borings of:
 - a. Identified Surficial Staining Throughout the Site
 - b. Sampling of the soil stockpiles
 - c. Sampling of the soil potentially impacted by Railroad Ties
 - d. Soil and groundwater characterization in the maintenance Area
 - e. Soil and groundwater characterization in the above ground AST Area
 - f. Soil in the Eastern Lead Impacted Area
 - g. Soil and groundwater in the Spill excavation area
 - h. Biased and smaller grid in the site wide sampling
 - i. Additional testing of ballast material for presence of lead and TPH.
 - j. Additional testing of surface soils in 28 borings for presence of VOCs PCBs, (selective CAM 17 metals), TPH Diesel and Gasoline.
- 6. In addition, we have included costs for preparation of the site investigation report, data interpretation and preparation of a DRAFT and Final Remedial Action Workplan.
- 7. We have also provided costs for providing field activities associated with assisting the City with bld development and bid walks; oversight during site remediation which includes activities such as field confirmation sampling, dust monitoring, regulatory interaction; and preparation of Remedial Action Completion Report (RACR) which documents all the field activities and placement of contaminated soil along with results of confirmation testing.

SLR International Corporation United States

SCHEDULE AND AUTHORIZATION

SLR is prepared to begin working on this project as soon as written authorization is received.

SLR appreciates the opportunity to provide consulting services to the City of Alameda's Recreation and Parks Department (ARPD). Please call (510) 451-1761 ext. 201 if you have any questions.

Sincerely,

SLR International Corporation

Mohammad Bazargani P.E.

Managing Principal

Enc: Exhibit 1:.DTSC Response Letter

Exhibit 2: Sampling and Analysis Plan with DTSC Comments

EXHIBIT A-3



August 14, 2017

Ms. Amy Wooldridge Alameda Recreation and Parks Director 2226 Santa Clara Avenue Alameda, CA 94501.

Re: Additional Scope of Work for Jean Sweeney Open Space Park, Alameda Remediation

Dear Ms. Wooldridge:

The soil and groundwater investigation report conducted on Alameda's Recreation and Parks Department (ARPD) plan to create a new 27-acre park (Jean Sweeney Open Space Park)(JSOSP), showed the presence of petroleum hydrocarbon contaminants in soil and groundwater. While the soil contamination appears to be confined to specific areas of the site, DTSC indicated that additional groundwater assessment is required prior to moving forward with approval of a groundwater remedy. This updated budget request presents costs reflecting DTSCs request for additional groundwater assessment.

BACKGROUND

As indicated above, the soil and groundwater investigation work at the JSOSP identified the presence of groundwater contaminants. In order to meet the ARPD's schedule for development of construction plans for the Cross Alameda Trail, it was decided to separate and implement the Remedial Action Workplan (RAW) for soil and manage the groundwater once the soil RAW was approved. The soil RAW has since been approved by the DTSC and has been incorporated into the bid documents. The next phase of the work involves additional site investigation to address the identified groundwater impacts and move the site towards closure. The scope of work is outlined below.

SCOPE OF WORK

1. Project Management

This task involves meetings with DTSC and miscellaneous meetings and calls with the City.

2. Develop a workplan for additional groundwater investigation

The workplan will be developed as an addendum to the existing Remedial Investigation Workplan that has been approved. The workplan will propose installation of more than 40 borings for purposes of collecting groundwater samples. The sampling program will help identify the limits of groundwater contamination. The results will be used to develop interim measures (if any) to help expedite groundwater cleanup. This will help the project in the long run by helping remove any liquid phase contamination that is discovered by requiring removal during the soil cleanup phase.

3. Perform groundwater investigation

The investigation will be performed in 2 phases. Phase I will consist of grab groundwater sampling at nearly 40 locations. The sampling will be performed prior to initiation of trail construction activities (which may be the first week of July) and any hot spots that are identified will be moved during the trail construction. The Phase I sampling will also help determine the best placement for sentry monitoring wells to document and monitor the limit of groundwater contamination. Phase II will consist of permitting and installation of up to 8 groundwater monitoring wells, and well development. To help protect the groundwater monitoring wells, Phase II work will not commence until the trail construction is complete.

4. Write a report outlining findings of groundwater investigation Once the borings are completed we will issue results and select monitoring well locations. Once the monitoring wells are installed we will issue a brief report showing well locations and document well installation.

The report will outline the findings of the investigation and include groundwater monitoring results and the selected location of monitoring wells. The report will also develop and evaluate options for site closure.

5. Perform 4 quarters of groundwater monitoring

DTSC at a minimum requires 4 quarters of groundwater monitoring to document the groundwater gradient and establish that the contamination is not migrating beyond the originally identified area. . If there are changes, they may ask for additional monitoring. Quarterly groundwater monitoring will consist of collecting field measurements and collection of samples for analysis of identified contaminants.

6. Write two (2) semi-annual reports (combining the results of two quarters in one report)

In order to save money, two semi-annual groundwater monitoring reports will be prepared for the site; each report will summarize the results of the previous two sampling events outlined in Item 5.

7. Develop a Draft and Final Groundwater RAW

The Draft RAW will summarize the information from the groundwater investigation and the quarterly groundwater monitoring activities and develop a remedy for site closure. Based on the current data we anticipate that either a "no further action" or "annual monitoring required" conclusion/remedy for the JSOSP. The site investigation will help determine the final remedy.

8. Mailing of public notices.

DTSC has been responsible for public participation on this project. To help meet the project schedule, SLR has reviewed public notices and mailed out the public notices to more than 3,500 nearby residents. The costs include one mailing sent by SLR. It is SLR's understanding that two additional mailings consisting of notice for the construction activities and the final groundwater RAW will be mailed out by the ARPD.

EXHIBIT B COMPENSATION TO CONSULTANT

Task	Description	Cost
1	Project Management	\$2,760
2	Soil Management Plan	\$6,200
3	Land Use Covenant	\$2,200
4	Operations and Maintenance Plan	\$8,100
TOTAL		\$19,260

SLR International Corporation Rate Schedule for the City of Alameda Recreation and Parks Department

PROFESSIONAL SERVICES	<u>Hourly Rate</u>			
Director	\$230.00			
Managing Principal	\$195.00			
Principal (Toxicologist, Engineer, Scientist, Geologist, or Hydro	geologist) \$180.00			
Senior (Toxicologist, Engineer, Scientist, Geologist, or Hydro	geologist) \$150.00			
Associate (Toxicologist, Engineer, Scientist, Geologist, or Hydro	geologist) \$125.00			
Project (Engineer, Scientist, Geologist, or Hydrogeologist)	\$115.00			
Senior Technician	\$110.00			
Staff (Engineer, Scientist, Geologist, or Hydrogeologist)	\$95.00			
CADD Operator	\$95.00			
Field Technician	\$90.00			
Word Processor/Clerical	\$90.00			
OTHER DIRECT CHARGES Rate				
Vehicle Mileage Subcontractors, Vendors, and other Expenses	\$0.60/mile Actual Cost + 15%			

EXHIBIT 2

2014-2015 RATE SCHEDULE FOR THE CITY OF ALAMEDA RECREATION AND PARKS DEPARTMENT

PROFESSIONAL SERVICES	Hourly Rate
Director	\$230.00
Managing Principal	\$195.00
Principal (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist)	ogist) \$180.00
Senior (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist)	ogist) \$150.00
Associate (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist, Engineer, Scientist, Geologist, or Hydrogeologist, October 1988)	ogist) \$125.00
Project (Engineer, Scientist, Geologist, or Hydrogeologist)	\$115.00
Senior Technician	\$100.00
Staff (Engineer, Scientist, Geologist, or Hydrogeologist)	\$95.00
CADD Operator	\$95.00
Field Technician	\$90.00
Word Processor/Clerical	\$90.00
OTHER DIRECT CHARGES	Rate
Vehicle Mileage Subcontractors, Vendors, and other Expenses Act	\$0.60/mile tual Cost + 15%

ESTIMATED COST

The following tasks will be performed by SLR to complete the scope of work defined above. Majority of the costs are associated with analytical costs (nearly 20K) and drillers (7K).

Task	Description	Cost
1	Site Investigation Workplan And Permitting	\$5,300
2	Site Investigation and Data Tabulation	\$39,200
TOTAL		\$44,500

SLR International Corporation United States

EXHIBIT B-2

ESTIMATED COST

The following tasks will be performed by SLR to complete the scope of work defined above. Majority of the costs are associated with analytical costs (nearly 60K), drillers (13K) and ground penetrating radar (8k).

Task	Description	Cost
1	Site Investigation Workplan And Permitting	\$9,500
2	Site Investigation and Data Tabulation	\$122,200
3	Preparation of RAW/Site Investigation Report	\$45,000
4	Field Oversight, Regulatory Interaction During Implementation, Confirmation Sampling and Preparation of RACR	\$100,000
TOTA	AL	\$276,700

ASSUMPTIONS

This cost estimate is based on the following assumptions:

- Costs are based on sampling the borings at surface and 2.5 feet. If the data shows that
 the deeper samples also need to be analyzed costs will increase.
- Costs are based on analytical program for constituents identified in the workplan. At this point we don't anticipate DTSC requiring additional investigation beyond what is provided here or adding additional constituents to the sampling program.
- Costs are not to exceed based on our current understanding of the project barring any unforeseen conditions, such as discovery of underground storage tanks, or items and findings during task 2 that may trigger additional site testing and investigation.

EXHIBIT B-3

ESTIMATED COST

The following tasks will be performed by SLR to complete the scope of work defined above.

Task	Description	Cost
1	Project Management	\$6,600
2	Groundwater Investigation Workplan	\$9,800
3	Groundwater Investigation	\$82,600
4	Groundwater Investigation Report	\$9,800
5.	Quarterly Groundwater Monitoring Activities (4 Quarters at \$5,400/Quarter)	\$21,600
6.	Semi Annual Groundwater Monitoring Report (2 reports at \$4,200/Report)	\$8,400
7.	Development of DRAFT & Final Groundwater RAW	\$19,200
8.	Mailing of Public Notices (1 at 5,900 each.)	\$5,900
TOTAL	1	\$163,900

ASSUMPTIONS

This cost estimate is based on the following assumptions:

- 1. 8 groundwater monitoring wells are required. .
- 2. Well abandonment costs excluded. As the final outcome of the RAW is dependent on the groundwater investigation results and one year of groundwater monitoring, cost are not included in the proposal. For 8 groundwater monitoring wells, costs are anticipated at \$21,000 which can be addressed as a change order once closure is granted.
- 3. Groundwater Remediation is not anticipated.
- 4. Costs are not to exceed based on our current understanding of the project barring any unforeseen conditions, or items and findings during task 3 that may trigger additional site testing and investigation.
- 5. Costs include one mailing event for public notice that has already been performed by SLR. Other public participation events, including mailing are excluded from this scope of work.

SLRINTER

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policles may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 (A/C, No): 610-362-8518				
Kibble & Prentice, a USI Co					
601 Union Street, Suite 1000	E-MAIL ADDRESS: CL.CertRequest@usi.com				
Seattle, WA 98101	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Aspen Specialty Insurance Co	10717			
INSURED	INSURER B : Alaska National Insurance Compa				
SLR International Corporation	INSURER C: Old Republic Insurance Company	24147			
1800 Blankenship Road, Suite 440	INSURER D: Continental Casualty Company	20443			
West Linn, OR 97068	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

	XCLUSIONS AND CONDITIONS OF SUCH				_, , , , , , , , , , , , , , , , , , ,	MS.	
INSF LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	GENERAL LIABILITY		ERAFWK016			EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$25,000
					,	PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT X LOC		*			ilaan kata .	\$
D	AUTOMOBILE LIABILITY		5099135179	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS				- 4 5	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE		1			AGGREGATE	\$
	DED RETENTION \$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		15LWS09966	12/01/2016	12/01/2017	X WC STATU- TORY LIMITS ER	100
C	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	MWC30905000	12/01/2016	12/01/2017	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under		WA Stop Gap			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
Α	Professional Liab	William	ERAFWK016	12/01/2016	12/01/2017	1,000,000 Each Clair	m 🗸
	Claims-Made	(400 h to 4	A 46			2,000,000 Aggregate	- 1
	Carlos	PER	GRANT TO			* -	EDF
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks Scheduk	, If more space i	s required)	-1.	LAMEDA LAMEDA O de
ITE	General Liability and Automobile	Liability	policies include an automa	itic Additio	nal Insured	endorsement	Linent
ına	t provides Additional Insured stat	us to the	Ceruncate Holder, its City (Jouncil, bo	ards and co	mmissions,	7390" 1 26
0111	cers, employees and volunteers,	only wne	m there is a written contract	tnat requir	es such sta	tus, and	400
m	y with regard to work performed o	n benalf	of the named insured. The	General Lia	bility and A	utomobile "«	11

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Risk Management The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, its City Council, boards and commissions, officers, employees and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. 30 Written notice of cancellation if required by written contract.

CERTIFICATE	HOLDER

City of Alameda 2226 Santa Clara Avenue Alameda, CA 94501-0000

SHOULD ANY OF THE ABOVE DESCRIBED ROLLCIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

It is hereby agreed that the Policy is amended as follows solely as respects Coverage Section 1., Coverage 1A (Bodily Injury and Property Damage) and Coverage 1B (Personal and Advertising Injury):

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section III., WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work for that insured by or for you.

All other terms and conditions of this Policy remain unchanged.

CITY OF ALAMED.

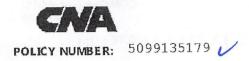
Risk Management

Q-26-[1]

Date Risk Manager

Lucretia A

Page 1 of 1



COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/01/2016	Countersigned By:
Named Insured: SLR International Corporation	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON OR ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

CITY OF ALAMEDA

Akil, City Risk Manag

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: 5099135179

COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SLR International Corporation

Endorsement Effective Date: 12/01/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CA 04 44 03 10

Policy Number: ERAFWK016 Effective: 12/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

SCHEDULE

Name Of Additional Insured Perso Organization(s)	on(s) Or
Blanket where required by written contract	88884 9888 1 1 0 1 8888 (1191)
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	The statement algorithm the mineral effects. The mineral effects the second

It is hereby agreed that "any person or organization" referred to in the waiver of rights of recovery contained in the last sentence of Section VI. **CONDITIONS**, paragraph O., **Subrogation**, includes the person or organization listed in the above Schedule.

All other terms and conditions of this Policy remain unchanged.

CITY OF ALAMEDA

CITY OF ALAMEDA

Q-26

Q-26

Lucretia Akil, City Risk Manager

POLICY NUMBER C 5099135179 INSURRED NAME AND ADDRESS SLR INTERNATIONAL CORPORATION 1800 BLANKENSHIP RD

SUITE 4

WEST LINN, OR

97068-4172

POLICY CHANGES

ENDORSEMENT EFFECTIVE 12/01/2016

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

CITY OF ALAMEDA

Risk Management

9-26

Lucretia Akil, City Risk Manag

G-56015-B (ED. 11/91)

INSURED NAME AND ADDRESS SLR INTERNATIONAL CORPORATION 1800 BLANKENSHIP RD SUITE 4

WEST LINN, OR

97068-4172

FORMS AND ENDORSEMENTS SCHEDULE

The following forms have been added to this policy .

FORM NUMBER

POLICY NUMBER

c 5099135179

FORM TITLE

G56015B

11/1991

ENDORSEMENT EFFECTIVE 12/01/2016

CNA68021XX

02/2013

Notice of Cancellation to Certificate Holders

countersignature

P-55748-B (Ed. 12/90) INSURED

3 of Page

C 5099135179

INSURED NAME AND ADDRESS
SLR INTERNATIONAL CORPORATION
1800 BLANKENSHIP RD
SUITE 4
WEST LINN, OR 97068-4172



PROM - POLICY PERIOD - TO

12/01/2017

12/01/2016

Business Auto

Endorsement Declaration

POLICY NUMBER

COVERAGE PROVIDED BY c 5099135179

CONTINENTAL CASUALTY COMPANY 333 S. WABASH

CHICAGO, IL. 60604

INSURED NAME AND ADDRESS

SLR INTERNATIONAL CORPORATION 1800 BLANKENSHIP RD

SUITE 4

WEST LINN, OR 97068-4172

AGENCY NUMBER 074894

AGENCY NAME AND ADDRESS

KIBBLE & PRENTICE 601 UNION ST, STE 10 PO BOX 370 (98111) SEATTLE, WA 98101

Phone Number: (206)441-6300

BRANCH NUMBER

050

8888

BRANCH NAME AND ADDRESS

SEATTLE BRANCH

999 THIRD AVENUE, STE 2500

SEATTLE, WA 98104

Phone Number: (206)587-2600

This endorsement changes your policy.

Please read it carefully.

This endorsement results in no change in premium .

Audit Period is Not Auditable





Insured: SLR International

Policy: 15LWS09966

EXTENDED NOTICE OF CANCELATION

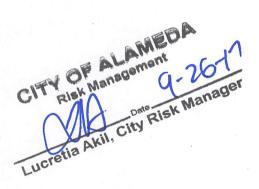
This endorsement modifies insurance provided under the Workers Compensation and Employers Liability Insurance policy.

PART SIX – Conditions, D. Cancelation, or any amendment thereto, is increased to require the number of days shown in the Schedule herein as advance notice for any statutorily permitted reason for cancelation other than nonpayment of premium, fraud or misrepresentation.

Any advance notice period for cancelation stipulated in PART SIX — Conditions, D. Cancelation, or any amendment thereto, that requires a number of days advance notice greater than shown in the Schedule herein is not changed by this endorsement.

SCHEDULE

Number of days notice: 30



This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effective	Policy No.	
Insured		Endorsement No. 24
Countersigned By	and the second s	r · year j

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

Itis understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days inadvance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

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