

THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of May 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Russell Resources, Inc., a California corporation, whose address is 440 Nova Albion Way, San Rafael, CA 94903, (hereinafter referred to as ("Consultant")), is made with reference to the following:

RECITALS:

A. On January 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On June 19, 2013, an amendment to agreement was entered into by and between City and Consultant.

C. On April 14, 2014, an amendment to agreement was entered into by and between City and Consultant.

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

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 1st day of January 2013, and shall terminate on the 30th day of June 2016, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A", "A-1", "A-2" and A-3 which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$70,000.00 as set forth in Exhibit "A", in the amount not to exceed \$144,500.00 as set forth in Exhibit "A-1", in the amount not to exceed \$183,500 as set forth in Exhibit "A-2" and in the amount not to exceed \$157,500 as set forth in Exhibit A-3 for a total of \$555,500 which are attached hereto and incorporated herein by this reference."

4. 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.

Russell Resources, Inc.

CITY OF ALAMEDA
A Municipal Corporation

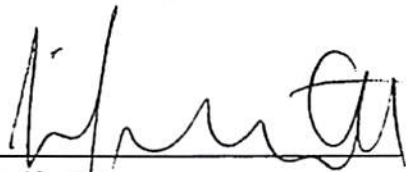


Peter Russell
President

Elizabeth D. Warmerdam
Interim City Manager

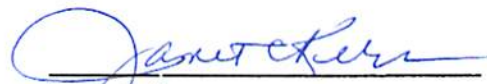
By:
Title:

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Janet C. Kern
City Attorney

**2013 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
November 26, 2012**

Note: The budget below reflects the same billing rate used during 2008, 2009, 2010, 2011, and 2012 and includes estimated expenses. This work is budgeted at the typical work effort through 2012.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation, meeting attendance [10 in Alameda and 1 in San Diego], and documentation of meeting). Estimate 6 BCT meetings, 3 RAB meetings, and 1 Proposed Plan public meetings.

Budget: \$12,200 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—17% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among ARRA, Navy, and others. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—6% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—13% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft ARRA comments on selected of these documents. Estimate 45 documents.

Budget: \$25,900 (assumes 30 documents perused at \$200 each, 7 documents reviewed at \$1,600 each, and 3 documents reviewed and commented upon at \$2,900 each)—37% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the ARRA Board.

Budget: \$2,200 (assumes 3 RAB meeting reports at \$750 each)—3% of budget

Task 6: Additional Consultation (at the request of ARRA) and contingency. The ARRA must preauthorize these tasks.

Budget: \$13,400 (approximately 25% of the budget for Tasks 1-5)—19% of budget

Task 11: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$3,000 (assume \$500 per month for 6 months)—4% of budget

Total Budget: \$70,000

**2013/14 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California**

May 13, 2013

Note: The budget below reflects the same billing rate used since 2008, and includes estimated expenses. This work is budgeted at the typical work effort during 2012, which was prior to the heightened level of effort associated with the Phase 1 transfer, and includes preparation of a Site Management Plan for the Phase 1 transfer area.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay and 1 in San Diego). Estimate 11 BCT meetings, 4 RAB meetings, and 2 Proposed Plan public meetings.

Budget: \$21,000 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—15% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—3% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—6% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$25,800 (assumes 60 documents perused at \$200 each, 10 documents reviewed at \$1,800 each, and 2 documents reviewed and commented upon at \$2,900 each)—25% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$1,800 (assumes 4 RAB meeting reports at \$450 each)—1% of budget

Task 6: Attend Development-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost of \$900 per meeting)—3% of budget

Task 7: Prepare Internal Draft SMP for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the DTSC for the Alameda Landing Project at the adjacent FISCA, and on the SMP approved by the BCT for the proposed LBNL Second Campus project. It is assumed that fifteen figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$17,200 (assumes 15 figures at \$300 each plus 50 hours of drafting and preparation time; assumes electronic publishing only)—12% of budget

Task 8 Prepare Draft SMP for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$5,500 (includes publishing 10 paper copies at \$100 each; assumes 15 figures at \$100 each plus 12 hours of drafting and preparation time)—4% of budget

Task 9 Prepare Draft Final SMP for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$6,900 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 20 hours of drafting and preparation time)—5% of budget

Task 10: Prepare Final SMP for concurrence by the BCT. This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$4,800 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget

Task 11: Additional Consultation (at the request of the City of Alameda) and contingency. The City of Alameda must preauthorize these tasks.

Budget: \$25,500 (approximately 25% of the budget for Tasks 1-10)—19% of budget

Task 12: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$6,000 (assume \$500 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 7 through 10 and part of Task 11)	\$42,600	29%
Non-SMP Subtotal	\$101,900	71%
Total Budget:	<u>\$144,500</u>	100%

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Marin

On April 7th 2015 before me, Robert J Cuddy (Notary)

Date

Here Insert Name and Title of the Officer

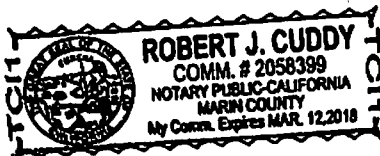
personally appeared Peter Russell

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

2014/15 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
March 16, 2014

Notes:

This scope and budget is intended to cover services through June 2015. The work load beginning in July 2014 is budgeted at the typical work effort for the trailing twelve months, neglecting the two busiest months (April and June 2013), a 16 percent reduction in effort. This budgeting approach reflects the expectation that the required level of effort will diminish as environmental investigation and remediation activity at Alameda Point matures and winds down. This budget includes estimated expenses.

The budget below reflects an 8.2 percent billing rate increase for Dr. Peter Russell for work beginning in July 2014. This is Russell Resources' first billing rate change for Alameda Point work since 2008, which equates to a 1.3 percent annual increase.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT) and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay Area and 1 in San Diego). Estimate 15 BCT meetings and 2 Proposed Plan public meetings.

Budget: \$24,400 (assumes average cost is \$1,300 per BCT meeting in Alameda plus travel to 1 two-day BCT meeting in San Diego and \$700 per Proposed Plan public meeting in Alameda)—13% of budget

Task 2: Attend Regularly Scheduled RAB Meetings: Restoration Advisory Board (RAB) meetings (preparation and meeting attendance – 5 meetings in Alameda, assumed to be on the same day as a BCT meeting).

Budget: \$3,300 (assumes average cost is \$660 per RAB meeting)—2% of budget

Task 3: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 15 meetings and teleconferences.

Budget: \$13,500 (assumes average cost is \$900 per meeting for preparation and attendance)—7% of budget

Task 4: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 9 meetings.

Budget: \$10,400 (assumes average cost is \$1,150 per meeting)—6% of budget

Task 5: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$35,500 (assumes 60 documents perused at \$210 each, 10 documents reviewed at \$1,750 each, and 2 documents reviewed and commented upon at \$2,700 each)—19% of budget

Task 6: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$0 (assumes 0 RAB meeting reports at \$450 each)—0% of budget

Task 7: Participate in Redevelopment-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 25 meetings and teleconferences.

Budget: \$13,800 (assumes average cost of \$550 per meeting)—7% of budget

Task 8: Prepare Internal Draft SMP Revision for Phase 2 Transfer for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the BCT and the Navy for the Phase 1 Transfer at Alameda Point. It is assumed that 4 figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$10,600 (assumes 4 figures at \$300 each plus 35 hours of drafting and preparation time; assumes electronic publishing only)—6% of budget

Task 9: Prepare Draft SMP Revision for Phase 2 Transfer for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$4,600 (includes publishing 10 paper copies at \$100 each; assumes 4 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 10: Prepare Draft Final SMP Revision for Phase 2 Transfer for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$9,500 (includes publishing 10 paper copies at \$100 each; assumes 4 figures at \$100 each plus 30 hours of drafting and preparation time)—5% of budget)

Task 11: Prepare Final SMP Revision for Phase 2 Transfer for concurrence by the BCT.

This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$5,000 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 12: Additional Consultation (at the request of the City of Alameda) and contingency.

The City of Alameda must preauthorize these tasks.

Budget: \$45,800 (approximately 35% of the budget for Tasks 1-11)—25% of budget

Task 13: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$7,200 (assume \$600 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 8 through 11 and part of Task 12)	\$40,600	22%
Non-SMP Subtotal	\$142,900	78%
Total Budget:	<u>\$183,500</u>	100%

2015/16 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
April 2, 2015

Notes:

This scope and budget is intended to cover services through June 2016. This budget estimate reflects the expectation that the required level of effort will diminish as environmental investigation and remediation activity at Alameda Point matures and winds down. This budget includes estimated expenses.

The budget below reflects a 5.6 percent rate increase for Dr. Peter Russell for work beginning in July 2015.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT) and Proposed Plan public meetings (preparation and meeting attendance – 10 in the Bay Area and 1 in San Diego). Estimate 11 BCT meetings and 1 Proposed Plan public meetings.

Budget: \$19,500 (assumes average cost is \$1,400 per BCT meeting in Alameda plus travel to 1 two-day BCT meeting in San Diego and \$700 per Proposed Plan public meeting in Alameda)—12% of budget

Task 2: Attend Regularly Scheduled RAB Meetings: Restoration Advisory Board (RAB) meetings (preparation and meeting attendance – 5 meetings in Alameda, assumed to be on the same day as a BCT meeting).

Budget: \$3,500 (assumes average cost is \$700 per RAB meeting)—2% of budget

Task 3: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 15 meetings and teleconferences.

Budget: \$14,300 (assumes average cost is \$1,000 per meeting for preparation and attendance)—9% of budget

Task 4: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 6 meetings.

Budget: \$6,900 (assumes average cost is \$1,200 per meeting)—4% of budget

Task 11: Additional Consultation (at the request of the City of Alameda) and contingency.
The City of Alameda must preauthorize these tasks.

Budget: \$39,500 (approximately 35% of the budget for Tasks 1-11)—25% of budget

Task 12: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$7,600 (assume \$600 per month for 12 months)—5% of budget

SMP Subtotal (Tasks 7 through 10 and part of Task 11)	\$32,100	20%
Non-SMP Subtotal	\$125,400	78%
Total Budget:	<u>\$157,500</u>	100%

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2015

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 policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: IFW Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS:																					
INSURED Russell Resources, Inc. 440 Nova Albion Way San Rafael, CA 94903	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Admiral Insurance Company</td><td>24856</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Admiral Insurance Company	24856	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor's <input type="checkbox"/> Prof. Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		FEIECC1218802	01/05/2015	01/05/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

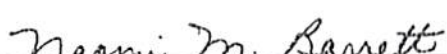
General Liability policy excludes claims arising out of the performance of professional services.

All operations of the named insured.

GENERAL LIABILITY ADDITIONAL INSUREDS: City of Alameda, Community Improvement Commission and Alameda Reuse and Redevelopment Authority
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Economic Development Dept. Attn: Susan Kelly 2263 Santa Clara Ave., Rm 120 Alameda, CA 94501-7552	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Insurance is Primary & non-contributory, per policy wording

**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**


This endorsement, effective 01/05/2015 attaches to and forms a part of Policy Number
FEIECC1218802. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

CITY OF ALAMEDA
Risk Management
 Date 4-28-15
Lucretia Akil, City Risk Manager



Russell Resources, Inc.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement, effective 1/5/15 attaches to and forms a part of Policy Number FEIECC1218802. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART


SCHEDULE

Name of Person or Organization: City of Alameda

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

ECC-319-0712

CITY OF ALAMEDA
Risk Management
 Date 4-28-15
Lucretia Akil, City Risk Manager

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 16th day of April 2014, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Russell Resources, Inc.**, a California corporation, whose address is 440 Nova Albion Way, San Rafael, CA 94903, (hereinafter referred to as ("Consultant")), is made with reference to the following:

RECITALS:

A. On January 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On June 19, 2013, an amendment to agreement was entered into by and between City and Consultant.

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

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 1st day of January 2013, and shall terminate on the 30th day of June 2015, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A", "A-1" and "A-2" which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$70,000.00 as set forth in Exhibit "A", in the amount not to exceed \$144,500.00 as set forth in Exhibit "A-1" and in the amount not to exceed \$183,500 as set forth in Exhibit "A-2" for a total of \$398,000 which are attached hereto and incorporated herein by this reference."

4. 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.

Russell Resources, Inc.

A handwritten signature in blue ink, appearing to read "Peter Russell", written over a horizontal line.

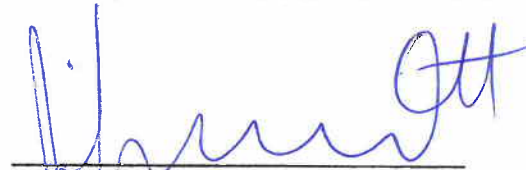
Peter Russell
President

CITY OF ALAMEDA
A Municipal Corporation

A handwritten signature in blue ink, appearing to read "John A. Russo", written over a horizontal line.

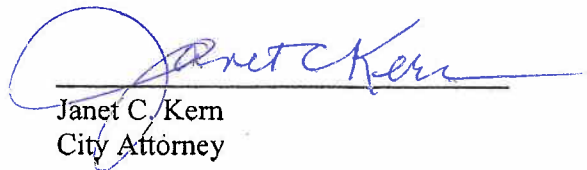
John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:

A handwritten signature in blue ink, appearing to read "Jennifer Ott", written over a horizontal line.

Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Janet C. Kern", written over a horizontal line.

Janet C. Kern
City Attorney

**2013 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California**

November 26, 2012

Note: The budget below reflects the same billing rate used during 2008, 2009, 2010, 2011, and 2012 and includes estimated expenses. This work is budgeted at the typical work effort through 2012.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation, meeting attendance [10 in Alameda and 1 in San Diego], and documentation of meeting). Estimate 6 BCT meetings, 3 RAB meetings, and 1 Proposed Plan public meetings.

Budget: \$12,200 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—17% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among ARRA, Navy, and others. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—6% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—13% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft ARRA comments on selected of these documents. Estimate 45 documents.

Budget: \$25,900 (assumes 30 documents perused at \$200 each, 7 documents reviewed at \$1,600 each, and 3 documents reviewed and commented upon at \$2,900 each)—37% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the ARRA Board.

Budget: \$2,200 (assumes 3 RAB meeting reports at \$750 each)—3% of budget

Task 6: Additional Consultation (at the request of ARRA) and contingency. The ARRA must preauthorize these tasks.

Budget: \$13,400 (approximately 25% of the budget for Tasks 1-5)—19% of budget

Task 11: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$3,000 (assume \$500 per month for 6 months)—4% of budget

Total Budget: \$70,000

**2013/14 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California**

May 13, 2013

Note: The budget below reflects the same billing rate used since 2008, and includes estimated expenses. This work is budgeted at the typical work effort during 2012, which was prior to the heightened level of effort associated with the Phase 1 transfer, and includes preparation of a Site Management Plan for the Phase 1 transfer area.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay and 1 in San Diego). Estimate 11 BCT meetings, 4 RAB meetings, and 2 Proposed Plan public meetings.

Budget: \$21,000 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—15% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—3% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—6% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$25,800 (assumes 60 documents perused at \$200 each, 10 documents reviewed at \$1,800 each, and 2 documents reviewed and commented upon at \$2,900 each)—25% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$1,800 (assumes 4 RAB meeting reports at \$450 each)—1% of budget

Task 6: Attend Development-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost of \$900 per meeting)—3% of budget

Task 7: Prepare Internal Draft SMP for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the DTSC for the Alameda Landing Project at the adjacent FISCA, and on the SMP approved by the BCT for the proposed LBNL Second Campus project. It is assumed that fifteen figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$17,200 (assumes 15 figures at \$300 each plus 50 hours of drafting and preparation time; assumes electronic publishing only)—12% of budget

Task 8 Prepare Draft SMP for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$5,500 (includes publishing 10 paper copies at \$100 each; assumes 15 figures at \$100 each plus 12 hours of drafting and preparation time)—4% of budget)

Task 9 Prepare Draft Final SMP for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$6,900 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 20 hours of drafting and preparation time)—5% of budget)

Task 10: Prepare Final SMP for concurrence by the BCT. This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$4,800 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 11: Additional Consultation (at the request of the City of Alameda) and contingency. The City of Alameda must preauthorize these tasks.

Budget: \$25,500 (approximately 25% of the budget for Tasks 1-10)—19% of budget

Task 12: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$6,000 (assume \$500 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 7 through 10 and part of Task 11)	\$42,600	29%
Non-SMP Subtotal	\$101,900	71%
Total Budget:	<u>\$144,500</u>	100%

**2014/15 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California**

March 16, 2014

Notes:

This scope and budget is intended to cover services through June 2015. The work load beginning in July 2014 is budgeted at the typical work effort for the trailing twelve months, neglecting the two busiest months (April and June 2013), a 16 percent reduction in effort. This budgeting approach reflects the expectation that the required level of effort will diminish as environmental investigation and remediation activity at Alameda Point matures and winds down. This budget includes estimated expenses.

The budget below reflects an 8.2 percent billing rate increase for Dr. Peter Russell for work beginning in July 2014. This is Russell Resources' first billing rate change for Alameda Point work since 2008, which equates to a 1.3 percent annual increase.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT) and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay Area and 1 in San Diego). Estimate 15 BCT meetings and 2 Proposed Plan public meetings.

Budget: \$24,400 (assumes average cost is \$1,300 per BCT meeting in Alameda plus travel to 1 two-day BCT meeting in San Diego and \$700 per Proposed Plan public meeting in Alameda)—13% of budget

Task 2: Attend Regularly Scheduled RAB Meetings: Restoration Advisory Board (RAB) meetings (preparation and meeting attendance – 5 meetings in Alameda, assumed to be on the same day as a BCT meeting).

Budget: \$3,300 (assumes average cost is \$660 per RAB meeting)—2% of budget

Task 3: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 15 meetings and teleconferences.

Budget: \$13,500 (assumes average cost is \$900 per meeting for preparation and attendance)—7% of budget

Task 4: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 9 meetings.

Budget: \$10,400 (assumes average cost is \$1,150 per meeting)—6% of budget

Task 5: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$35,500 (assumes 60 documents perused at \$210 each, 10 documents reviewed at \$1,750 each, and 2 documents reviewed and commented upon at \$2,700 each)—19% of budget

Task 6: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$0 (assumes 0 RAB meeting reports at \$450 each)—0% of budget

Task 7: Participate in Redevelopment-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 25 meetings and teleconferences.

Budget: \$13,800 (assumes average cost of \$550 per meeting)—7% of budget

Task 8: Prepare Internal Draft SMP Revision for Phase 2 Transfer for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the BCT and the Navy for the Phase 1 Transfer at Alameda Point. It is assumed that 4 figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$10,600 (assumes 4 figures at \$300 each plus 35 hours of drafting and preparation time; assumes electronic publishing only)—6% of budget

Task 9: Prepare Draft SMP Revision for Phase 2 Transfer for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$4,600 (includes publishing 10 paper copies at \$100 each; assumes 4 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 10: Prepare Draft Final SMP Revision for Phase 2 Transfer for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$9,500 (includes publishing 10 paper copies at \$100 each; assumes 4 figures at \$100 each plus 30 hours of drafting and preparation time)—5% of budget)

Task 11: Prepare Final SMP Revision for Phase 2 Transfer for concurrence by the BCT.
This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$5,000 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 12: Additional Consultation (at the request of the City of Alameda) and contingency.
The City of Alameda must preauthorize these tasks.

Budget: \$45,800 (approximately 35% of the budget for Tasks 1-11)—25% of budget

Task 13: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$7,200 (assume \$600 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 8 through 11 and part of Task 12)	\$40,600	22%
Non-SMP Subtotal	\$142,900	78%
Total Budget:	<u>\$183,500</u>	100%

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 19th day of June 2013, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Russell Resources, Inc.**, a California corporation, whose address is 440 Nova Albion Way, San Rafael, CA 94903, (hereinafter referred to as ("Consultant")), is made with reference to the following:

RECITALS:

A. On January 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

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

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 1st day of January 2013, and shall terminate on the 30th day of June 2014, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A" and "A-1" which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$70,000.00 as set forth in Exhibit "A" and in the amount not to exceed \$144,500.00 as set forth in Exhibit "A-1" which are attached hereto and incorporated herein by this reference."

4. 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.

Russell Resources, Inc.

A handwritten signature in blue ink, appearing to read "Peter Russell", written over a horizontal line.

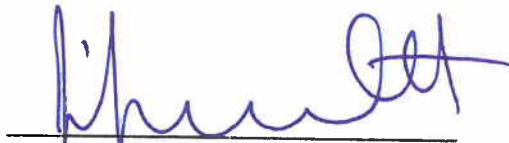
Peter Russell
President

CITY OF ALAMEDA
A Municipal Corporation

A handwritten signature in blue ink, appearing to read "John A. Russo", written over a horizontal line.

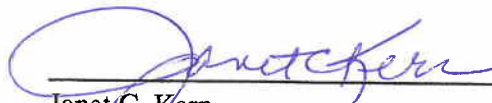
John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:

A handwritten signature in blue ink, appearing to read "Jennifer Ott", written over a horizontal line.

Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Janet C. Kern", written over a horizontal line.

Janet C. Kern
City Attorney

**2013/14 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California**

May 13, 2013

Note: The budget below reflects the same billing rate used since 2008, and includes estimated expenses. This work is budgeted at the typical work effort during 2012, which was prior to the heightened level of effort associated with the Phase 1 transfer, and includes preparation of a Site Management Plan for the Phase 1 transfer area.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay and 1 in San Diego). Estimate 11 BCT meetings, 4 RAB meetings, and 2 Proposed Plan public meetings.

Budget: \$21,000 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—15% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—3% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—6% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$25,800 (assumes 60 documents perused at \$200 each, 10 documents reviewed at \$1,800 each, and 2 documents reviewed and commented upon at \$2,900 each)—25% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$1,800 (assumes 4 RAB meeting reports at \$450 each)—1% of budget

Task 6: Attend Development-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost of \$900 per meeting)—3% of budget

Task 7: Prepare Internal Draft SMP for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the DTSC for the Alameda Landing Project at the adjacent FISCA, and on the SMP approved by the BCT for the proposed LBNL Second Campus project. It is assumed that fifteen figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$17,200 (assumes 15 figures at \$300 each plus 50 hours of drafting and preparation time; assumes electronic publishing only)—12% of budget

Task 8 Prepare Draft SMP for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$5,500 (includes publishing 10 paper copies at \$100 each; assumes 15 figures at \$100 each plus 12 hours of drafting and preparation time)—4% of budget)

Task 9 Prepare Draft Final SMP for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$6,900 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 20 hours of drafting and preparation time)—5% of budget)

Task 10: Prepare Final SMP for concurrence by the BCT. This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$4,800 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 11: Additional Consultation (at the request of the City of Alameda) and contingency. The City of Alameda must preauthorize these tasks.

Budget: \$25,500 (approximately 25% of the budget for Tasks 1-10)—19% of budget

Task 12: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$6,000 (assume \$500 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 7 through 10 and part of Task 11)	\$42,600	29%
Non-SMP Subtotal	\$101,900	71%
Total Budget:	<u>\$144,500</u>	100%

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 1st day of January 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Russell Resources, Inc.**, a California corporation, whose address is 440 Nova Albion Way, San Rafael, CA 94903 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

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

1. **TERM:**

The term of this Agreement shall commence on the 1st day of January 2013, and shall terminate on the 30th day of June 2013, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$70,000.00 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

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

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

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

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

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

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

8. **NON-DISCRIMINATION:**

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

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend and hold harmless City, its City Council, boards, commissions, officers, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

Property Damage:	\$250,000 each occurrence
	\$500,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Intentionally deleted.

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

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

C. **FAILURE TO SECURE:**

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

D. **ADDITIONAL INSURED:**

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

E. **SUFFICIENCY OF INSURANCE:**

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

11. **CONFLICT OF INTEREST:**

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

12. **PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City.

No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda CA 94501
Attention: Jennifer Ott

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Russell Resources, Inc.
440 Nova Albion Way, Suite 1
San Rafael, CA 94903
Attention: Peter Russell

18. **TERMINATION:**

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

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

22. **WAIVER:**

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

23. **INTEGRATED CONTRACT:**

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

24. **INSERTED PROVISIONS:**

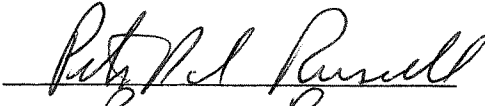
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

25. **CAPTIONS:**


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

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

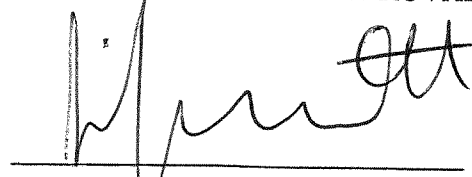
RUSSELL RESOURCES, INC.


By: Peter Russell
Title: PRESIDENT

CITY OF ALAMEDA
A Municipal Corporation

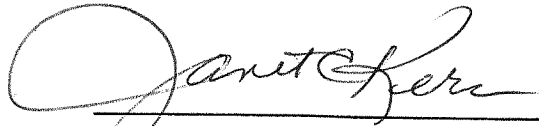

John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:

A handwritten signature in black ink, appearing to read "Jennifer Ott", written over a horizontal line.

Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Janet C. Kern", written over a horizontal line.

Janet C. Kern
City Attorney

2013 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
November 26, 2012

Note: The budget below reflects the same billing rate used during 2008, 2009, 2010, 2011, and 2012 and includes estimated expenses. This work is budgeted at the typical work effort through 2012.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation, meeting attendance [10 in Alameda and 1 in San Diego], and documentation of meeting). Estimate 6 BCT meetings, 3 RAB meetings, and 1 Proposed Plan public meetings.

Budget: \$12,200 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—17% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among ARRA, Navy, and others. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—6% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—13% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft ARRA comments on selected of these documents. Estimate 45 documents.

Budget: \$25,900 (assumes 30 documents perused at \$200 each, 7 documents reviewed at \$1,600 each, and 3 documents reviewed and commented upon at \$2,900 each)—37% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the ARRA Board.

Budget: \$2,200 (assumes 3 RAB meeting reports at \$750 each)—3% of budget

Task 6: Additional Consultation (at the request of ARRA) and contingency. The ARRA must preauthorize these tasks.

Budget: \$13,400 (approximately 25% of the budget for Tasks 1-5)—19% of budget

Task 11: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$3,000 (assume \$500 per month for 6 months)—4% of budget

Total Budget: \$70,000