

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of March, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and SLR INTERNATIONAL CORPORATION, a Washington Corporation whose address is 110 11th Street, 2nd Floor, Oakland, CA 94607 (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: to project manage the required groundwater regional reporting, investigation, monitoring and close out for Jean Sweeney Open Space Park. The Provider was selected on a sole source basis because this provider has been under contract since 2015 to manage all soil testing and reporting to the State of CA and possesses significant knowledge of this site and project which is more cost effective for the City.
- C. Provider 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 Provider desire to enter into an agreement for project management of the groundwater reporting, investigation, monitoring and final close out for Jean Sweeney Open Space Park, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 17th day of March 2021, and shall terminate on the 16th day of March 2026, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

according to the fee schedule as set forth in this Section 3. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis.

b. If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$178,120. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall

not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers (“**Indemnitees**”) from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys’ fees (“**Claims**”), arising from or in any manner connected to Provider’s negligent, reckless or intentional 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, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

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

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

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

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

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

or

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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee,

hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Recreation and Parks Department
2226 Santa Clara Avenue

Alameda, CA 94501
ATTENTION: Recreation and Parks Director
Ph: (510) 747-7570 / Fax: (510) 523-4071
Email: awooldridge@alamedaca.gov

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

SLR

110 11th Street, 2nd Floor
Oakland, CA 94607
ATTENTION: Mohammad Bazargani
Ph: (510) 451-0505
Email: mbazargani@slrconsulting.com

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Recreation and Parks Department
2226 Santa Clara Avenue
Alameda, CA 94501
ATTENTION: Recreation and Parks Director
Ph: (510) 747-7570 / Email: awooldridge@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

22. CONFLICT OF LAW:

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

23. WAIVER:

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

24. INTEGRATED CONTRACT:

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

25. CAPTIONS:

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

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

SLR INTERNATIONAL CORPORATION
A Washington corporation

CITY OF ALAMEDA
a municipal corporation

NAME:
TITLE :

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

NAME:
TITLE:

Amy Wooldridge
Recreation and Parks Director

APPROVED AS TO FORM:
City Attorney

Elizabeth Mackenzie
Chief Assistant City Attorney



February 28, 2020

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. Initially a meeting with DTSC is proposed to discuss the comments they provided on the 2018 groundwater investigation report.

2. Address DTSC Comments on Groundwater Investigation Report and issue Final Groundwater Investigation Report.

DTSC had issued comments on the initial groundwater investigation report. These comments need to be addressed following a comment review meeting with the DTSC.

3. Develop a Draft and Final Groundwater Remedial Action Workplan (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.

4. Installation of Groundwater Monitoring wells

The investigation was to be performed in 2 phases. Phase I was to consist of grab groundwater sampling at nearly 40 locations. This phase was mostly completed and a report was prepared for the DTSC documenting the field conditions and path forward (see Task 2). Some additional Phase I sampling may be required. Hence, we’ve budgeted for one additional day of drilling to collect grab groundwater samples (referred to as a Supplemental Groundwater Investigation). Phase II will consist of the collection of additional grab groundwater samples, permitting and installation of up to 8 groundwater monitoring wells, and well development.

5. Supplemental Groundwater Investigation and Monitoring Well Installation Report 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 documenting the well installation. The report will outline the findings of the investigation and include groundwater monitoring results and the selected location of monitoring wells.

6. Perform 4 quarters of groundwater monitoring

DTSC requires a minimum of 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.

7. 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 Task 6

8. Annual Cap Inspection and Report (5 years)

The O&M plan for the closure of the JSOSP requires that annual inspection of the cap (paved area over the contaminated soil) be implemented. SLR will provide cap inspection and reporting for the first 5 years before a 5-year review is implemented. We anticipate that the inspections will reduce once the 5-year review is completed.

9. No Further Action (NFA) Request Letter

Following completion of the RAW, and depending on the results of routine groundwater monitoring and sampling, it may be appropriate to apply for no further action (NFA)(site

closure) for the groundwater issue. This task includes draft NFA preparation and agency submittal and one round of revision based on DTSC comments.

10. Well Abandonment

Following approval of the NFA the 8 monitoring wells that will installed in Task 4 will be abandoned. The abandonment requires permits from the county. Wells will be abandoned according to the Alameda County requirements.

ESTIMATED COST

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

Task	Description	Cost
1.	Project Management	\$7,520
2.	Finalize 2018 Groundwater Investigation Report	\$9,600
3.	Development of DRAFT & Final Groundwater RAW	\$21,600
4.	Supplemental Groundwater Investigation & Monitoring Well Installation	\$65,500
5.	Supplemental Groundwater Investigation Report	\$8,500
6.	Quarterly Groundwater Monitoring Activities (4 Quarters at \$5,700/Quarter)	\$22,800
7.	Semi Annual Groundwater Monitoring Report (2 reports at \$4,800/Report)	\$9,600
8.	Annual Cap Inspection and Report (5 years @ \$1,100/yr)	\$5,500
9.	Optional: No Further Action (NFA) Request Letter	\$5,500
10.	Optional - Monitoring Well Abandonment	\$22,000
TOTAL		\$178,120

ASSUMPTIONS

This cost estimate is based on the following assumptions:

1. 8- groundwater monitoring wells are required.
2. Groundwater Remediation, or modeling is not anticipated.
3. Costs are not to exceed based on our current understanding of the project barring any unforeseen conditions, or items and findings during tasks 3, 4, and 6 that may trigger additional site testing and investigation.
4. Other public participation events, including mailing are excluded from this scope of work. 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. It is SLR's understanding that two additional mailings associated with groundwater RAW and final site closure will be mailed out by the ARPD.
5. Costs of 5-year review is not included in this document. These costs can vary if the groundwater is included in the 5-year review. If the 5-year review is only limited to the current soil cap, those costs are limited to \$2,800.

SCHEDULE AND AUTHORIZATION

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

Tentative Schedule of Work Implementation is below:

1. Initial Meeting with DTSC - March 10
2. Finalize Groundwater Investigation Report – April 1
3. Develop Groundwater RAW - June 15th
4. Public Participation - June 15th to July 30
5. Field Investigation – August 1 – Sept. 30.
6. Groundwater Investigation Report – Oct 15
7. Quarterly Groundwater monitoring - Quarterly after Installation of Monitoring Wells
8. Semi Annual Groundwater Monitoring Reports - After completion of two groundwater monitoring events. Likely March 2021 and Nov. 2021

SLR International Corporation
United States

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

A handwritten signature in blue ink, appearing to read 'Mohammad Bazargani'.

Mohammad Bazargani P.E.
Managing Principal

Cc: Mark Trevor, PG

TABLE 1
SUMMARY OF ESTIMATED COSTS
Jean Sweeney Open Space Park
2.26.2020

STAFF MEMBER	Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Task 10		Total		
		PM		Finalize 2018 Report		Draft and Final RAW		GW Invesitgation		GW invest. Report		Quarterly Sampling		Semi annual Reporting		Annual Inspection Report		NFA Request Letter		Well Abandonment				
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Mg. Principal	\$205	16	3,280	6	1,230	16	3,280	4	820	6	1,230	1	205	4	820	1	205	4	820	2	410	60	12,300	
Principal	180	16	2,880	12	2,160	24	4,320	8	1,440	10	1,800	2	360	6	1,080	4	720	8	1,440			90	16,200	
Senior Engineer/Geologist/Scientist	170	8	1,360					13	2,210													21	3,570	
Associate Engineer/Geologist/Scientist	155			14	2,170									8	1,240					8	1,240	30	4,650	
Project Engineer/Geologist/Scientist	135					70	9,450					3	405									73	9,855	
Engineer/Geologist/Scientst	125					30	3,750	68	8,500	24	3,000			16	2,000			24	3,000	20	2,500	182	22,750	
Staff Engineer/Geologist Scientist	110			24	2,640					8	880									32	3,520	64	7,040	
Field Technician	100																							
Drafter	95			8	760					12	1,140			4	380	1	95					25	2,375	
Clerical/Word Processing/Admin.	80			8	640	10	800	2	160	6	480			4	320	1	80	4	320	2	160	37	2,960	
Labor Totals		40	7,520	72	9,600	150	21,600	95	13,130	66	8,530	6	970	42	5,840	7	1,100	40	5,580	64	7,830	582	81,700	
ODCs																								
Field Supplies,Equipment (GPS,water meter)									1,000														1,000	
Geo Probe Investigation 2 days									3,000														3,000	
Drilling subcontractor 8 Wells at 3000 ea									24,000												8,900		32,900	
Well Development									6,000														6,000	
Survey									4,000														4,000	
Laboratory Solis Normal TAT									800														800	
Laboratory Water Normal TAT									3,500				765										4,265	
Waste profiling and disposal									2,800				1,000								3,500		7,300	
Permitting/Permit fees									2,500														2,500	
3rd Party Sampling													2,400										2,400	
Permit Fees, Delivery			275																		500		775	
Subtotal			275						47,600				4,165									12,900		64,940
Markup	10.0%		28						4,760				417									1,290		6,494
ODC Total			303						52,360				4,582									14,190		71,434
TOTALS																								
Labor Totals			7,520		9,600		21,600		13,130		8,530		970		5,840		1,100		5,580		7,830		81,700	
ODC Totals			303						52,360				4,582									14,190		71,434
Grand Totals			7,823		9,600		21,600		65,490		8,530		5,552		5,840		1,100		5,580		22,020		153,134	
Number of Events																								
			1		1		1		1		1		4		2		5		1		1			
Final Cost			7,823		9,600		21,600		65,490		8,530		22,206		11,680		5,500		5,580		22,020		180,029	