

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of March, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and SLR INTERNATIONAL CORPORATION, a Washington Corporation whose address is 110 11th Street, 2nd Floor, Oakland, CA 94607 (hereinafter "Consultant"), is made with reference to the following:

RECITALS:

- A. On the 10th day of January, 2015, an agreement was entered into by and between City and SLR International Corporation (hereinafter "Agreement").
- B. On the 25th day of July, 2015, a first amendment was entered into by and between City and SLR International Corporation (hereinafter "Amendment").
- C. City and Consultant desire to amend the Agreement on the terms and conditions set forth herein.

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

1. Section 2 ("Services to be Performed") of the Agreement is amended to read as follows:
"Consultant shall perform each and every service set forth in Exhibit A, Exhibit A-1, and Exhibit A-2, the Consultant's letter dated January 28, 2016, which is attached hereto and incorporated herein by this reference."
2. Section 3, first and third Paragraph ("Compensation to Consultant") of the Agreement are amended to read as follows:

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

"Total compensation for work is \$363,610, including a 5 percent contingency in the amount of \$13,835 as based on the total amount set forth on Exhibit B-2. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City."

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

Signatures on next page

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

SLR INTERNATIONAL CORPORATION
A Washington Corporation

By Stu Tom

Title President

By Gorman

Title Secretary/Treasurer

CITY OF ALAMEDA
A Municipal Corporation

By _____

Title _____

RECOMMENDED FOR APPROVAL:

By [Signature]

Title Interim Asst. City Manager

APPROVED AS TO FORM:
City Attorney

By [Signature]

Title Sr. assist. City Attorney



January 28, 2016
P109

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

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

Dear Ms. Wooldridge:

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

BACKGROUND

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

SCOPE OF WORK

The July scope of work included the following:

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

**SLR International Corporation
United States**

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

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

SLR International Corporation
United States

SCHEDULE AND AUTHORIZATION

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

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

Sincerely,
SLR International Corporation



Mohammad Bazargani P.E.
Managing Principal

Enc: Exhibit 1: DTSC Response Letter
Exhibit 2: Sampling and Analysis Plan with DTSC Comments

EXHIBIT B-2

ESTIMATED COST

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

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

ASSUMPTIONS

This cost estimate is based on the following assumptions:

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

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ACQUILA LA VOYTES
IN PROGRESS

1-3-8
[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ✓
PRIMARY AND NON-CONTRIBUTORY ✓**

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

SCHEDULE

Name of Person or Organization:


Blanket where required by written contract ✓

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

The persons or organizations shown in the Schedule above are insureds under § III. WHO IS AN INSURED, paragraph F. of this Policy subject to all the terms and conditions of that paragraph.

With respect to the persons or organizations shown in the Schedule above, this Policy shall be primary and non-contributory with any other valid and collectible insurance available to such persons or organizations.

All other terms and conditions of this Policy remain unchanged.

CITY OF ALAMEDA
Risk Management

Date 2-3-16
Lucretia Akil, City Risk Manager



POLICY NUMBER: 5099135179

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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


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

Endorsement Effective: 12/01/2015	Countersigned By:
Named Insured: SLR International Corporation	(Authorized Representative)

SCHEDULE

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

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


 CITY OF ALAMEDA
 Risk Management
 Date: 2-3-16
 Lucretia Akil, City Risk Manager

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

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

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Blanket where required by written contract

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

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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


<p>Named Insured: SLR International Corporation</p> <p>Endorsement Effective Date: 12/01/2015</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>

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

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

CITY OF ALAMEDA
 Risk Management

 Date 2-3-16
 Lucretia Akil, City Risk Manager

Business Auto

Endorsement Declaration

POLICY NUMBER
C 5099135179

COVERAGE PROVIDED BY
CONTINENTAL CASUALTY COMPANY
333 S. WABASH
CHICAGO, IL. 60604

FROM - POLICY PERIOD - TO
12/01/2015 12/01/2016

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

AGENCY NUMBER
074894

AGENCY NAME AND ADDRESS
KIBBLE & PRENTICE
601 UNION ST, STE 10
PO BOX 370 (98111)
SEATTLE, WA 98101
Phone Number: (206)441-6300

BRANCH NUMBER
050

BRANCH NAME AND ADDRESS
SEATTLE BRANCH
999 THIRD AVENUE, STE 2500
SEATTLE, WA 98104
Phone Number: (206)587-2600

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This endorsement changes your policy. Please read it carefully.

This endorsement results in no change in premium.

Audit Period is Not Auditable





POLICY NUMBER
C 5099135179

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

1-800-551-1111

1-800-551-1111

POLICY NUMBER
C 5099135179

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

FORMS AND ENDORSEMENTS SCHEDULE

The following forms have been added to this policy .

FORM NUMBER		FORM TITLE
G56015B	11/1991	ENDORSEMENT EFFECTIVE 12/01/2015
CNA68021XX	02/2013	Notice of Cancellation to Certificate Holders



countersignature

Thomas F. Mohamed
Chairman of the Board

Jonathan Kauter
Secretary

POLICY NUMBER
C 5099135179

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

POLICY CHANGES
ENDORSEMENT EFFECTIVE 12/01/2015

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

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

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

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

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


Chairman of the Board


Secretary

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

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

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

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

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EXTENDED NOTICE OF CANCELATION

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

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

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

SCHEDULE

Number of days notice: 30

2/3/16
OK - Alaska mgr.

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

Endorsement Effective

Policy No.

Insured

Endorsement No. 24

Countersigned By _____