

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
TERRAPHASE ENGINEERING, INC.
FOR
ENVIRONMENTAL DESIGN SERVICES FOR A TREATMENT WETLAND AT THE CITY OF SAN
LEANDRO WATER POLLUTION CONTROL PLANT**

This **Amendment No.1** ("Amendment") is made by and between the City of San Leandro ("City") and Terraphase Engineering, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of August 3, 2020, and amends that certain Consulting Services Agreement ("Agreement") dated October 15, 2019, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to environmental design services for a treatment wetland at the City of San Leandro Water Pollution Control Plant, and

WHEREAS, the Parties desire to amend the Agreement to add evaluation of contaminants in soil.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed \$797,298; and

2. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to include:

Task 11 – Soil Evaluation

Task 11a – Stockpile Characterization

Consultant will evaluate previous investigations and associated analytical data to determine whether additional sampling is warranted to adequately characterize the soil stockpile. The evaluation will include all contaminants that may affect disposal options. The existing data sets that will be evaluated are:

- Soil Stockpile Sampling Evaluation, Trihydro, March 10, 2017
- Stockpiled Fill and Sludge Stabilization Study, Fugro, August 4, 2014
- Enthalpy analytical report, November 16, 2017

Consultant will evaluate whether there may be advantages to dividing the soil stockpile into smaller portions that could potentially be disposed of as non-hazardous waste without treatment, and/or segregation of the pile into areas that may best be disposed of as hazardous waste based on volume and costs of treatment.

Task 11b – Data Sufficiency

Consultant has extensive experience in characterizing waste soil for landfill disposal. Consultant has long-standing relationship with waste soil haulers and landfills. Consultant will use their experience to determine whether the existing data is sufficient in size and quality to meet landfill acceptance criteria. Consultant will consult with contacts at Bay Area landfills to confirm data needs. Consultant will make recommendations for additional sampling if the existing data are not sufficient. Raw data and statistical evaluations will be used to support screening against current environmental screening criteria, including San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels, landfill-specific waste acceptance criteria, and regional background concentrations for metals.

Task 11c – Treatability Testing Evaluation

Consultant has extensive experience in the design and implementation of treatability testing, including testing of S/S methods for soil. Consultant will review the approach and results of previous treatability testing performed by the City. Consultant will evaluate whether the testing accounted for the full range of potential contaminants and contaminant concentrations, and if the results are sufficient to meet landfill requirements. If the evaluation indicates that the previously conducted testing is not adequate, Consultant will recommend a scope for additional treatability testing.

Task 11d – Planning-Level Cost Estimate

Consultant will prepare a planning-level cost estimate for additional stockpile characterization, data collection, and treatability testing, if these activities are determined to be necessary to meet requirements for Class II landfill disposal of the stockpiled soil.

Task 11 - Deliverables

Technical Memo summarizing findings. Cost estimate in Excel format if additional work is recommended.

Task 11 - Schedule

4 weeks from notice to proceed.

3. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to include:

Task 11 Soil Evaluation	\$8,262
Total – All tasks 1 through 11	\$797,298

4. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

Amendment No. 1 to

Consulting Services Agreement between City of San Leandro and Terraphase Engineering, Inc for Environmental Design Services for a Treatment Wetland at the City of San Leandro Water Pollution Control Plant


The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

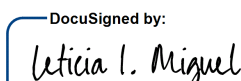
DocuSigned by:

C82A697A18A54E3
Jeff Kay, City Manager


TERRAPHASE ENGINEERING, INC.

DocuSigned by:

D8FE6763D5824AD...
Lucas Paz, Principal Hydrologist
Consultant's Signature

Attest:

DocuSigned by:

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Leticia I. Miguel, City Clerk

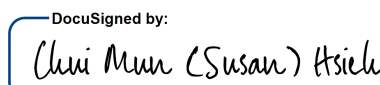
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SEAL


Budget Approved: ☒

Approved as to Fiscal Authority:

DocuSigned by:

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Susan Hsieh, Finance Director

593-52-229-5120
Account Number

Approved as to Form:

DocuSigned by:

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Richard D. Pio Roda, City Attorney

DocuSigned by:

79AB70F06E05400...
Debbie Pollart
Department Head's Signature

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