

**CITY OF RICHMOND
STANDARD CONTRACT**

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| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6841 |
| PR No: Vendor No: 12406 | P.O./Contract No: |
| Description of Services: AMEC Foster Wheeler will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order on the site to align it with the approved Terminal 1 Residential Project, approved by the Council. | |

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: Amec Foster Wheeler Environmental Infra., Inc.

Street Address: 180 Grand Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2017

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____, other [specify:] _____

2. Term. The effective date of this Contract is February 1, 2017 and it terminates December 31, 2017 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 10,000.00. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

By: _____

Title: _____

I hereby certify that this Contract
has been approved by City Council.

By: _____

Approved as to form:

By: _____

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

CONTRACTOR:

Amec Foster Wheeler Environmental Infra., Inc.

(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

By: _____

Title: _____

Date Signed: _____

(* The Corporation Chief Financial Officer,
Secretary or Assistant Secretary should sign below)

By: _____

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the City of Richmond, perform the following services and be compensated as outlined below:

AMEC Foster Wheeler shall assist the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order on the site to align it with the approved Terminal 1 Residential Project, approved by the City Council at its meeting on July 19, 2016. The attached Environmental Investigation and Remediation Services proposal dated January 18, 2017 is attached hereto and incorporated herein.

January 18, 2017

Ms. Lina Velasco
City of Richmond Planning Division
450 Civic Center Plaza
Richmond, CA 94804



Subject: Proposal Environmental Investigation and Remediation Support Services
Terminal One Site
Richmond, California

Dear Ms. Velasco:

We are pleased to present our proposal to assist the City of Richmond (the City) in the successful disposition of the Terminal One parcel located at 1500 Dornan Drive in Richmond, California (the site).

The City has entered into a Land Disposition Agreement with Terminal One Development LLC (Terminal One) that specified Terminal One will be responsible for addressing environmental issues at the site. Terminal One's environmental consultant is R.T. Hicks Consultants, Ltd of Albuquerque, New Mexico (Hicks). Terminal One has also entered into an agreement with Brickyard Cove Alliance for Responsible Development (BCARD), to provide copies of written documents submitted to the Regional Water Quality Control Board – San Francisco Region (Water Board), the regulatory authority overseeing remedial activities at the site. The site is subject to Water Board Order No. R2-2004-0045 (the Order).

The City asked Amec Foster Wheeler to support efforts by Terminal One and the City to meet the requirements of the Order and any additional requirements that may be requested by the Water Board to amend the Order. Terminal One will maintain primary responsibility for meeting these requirements.

On January 12, 2017, Terminal One, the City and the Water Board met to discuss the path forward to address the Water Board's comments. At that meeting, the comments provided by the Water Board on Hicks' January 11, 2017 Work Plan for Investigation of Groundwater were discussed and the Water Board described a proposed roadmap for addressing their comments that included an investigation work plan and subsequent report, as well as an amendment to the Updated Proposed Remedial Action Plan (UPRAP; Geomatrix, 2004), and other requirements. The Water Board noted that approval of the amendment to the UPRAP requires a 30-day public review period and conducting a public meeting to gather comments from the public.

SCOPE OF WORK

Our primary scope of work will be to review and comment on work and work products that are generated by Hicks. The goal of our work is to facilitate Water Board action regarding the cleanup of the Terminal 1 property, including all required regulatory agreements necessary to facilitate this clean-up. We will provide input based on our knowledge of Water Board policies

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

Ms. Lina Velasco
City of Richmond
January 18, 2017
Page 2

and procedures, as well as our relationships with Water Board personnel. We will be available to discuss these issues at public meetings that may be held.

We will also provide design services for aspects of remediation and/or mitigation measures if current and future site data show that these measures are warranted. In addition we will work with Terminal One's development team to provide suggestions or advice on cost-effective solutions to environmental issues.

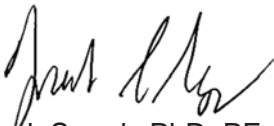
BUDGET

It is very difficult to estimate the level of effort that will be required for this work. In the short term, we know that we prepared for and attended the Water Board meeting on 12 January, we will review Hicks' investigation work plan(s), and we will observe a portion of the investigation field activities. Future work may include attendance at public meetings, design and construction oversight of remediation or mitigation systems, and assistance with preparation of the amended UPRAP, as well as review of other documents and attendance at Water Board meetings.

We propose an initial budget of \$10,000. We will not exceed the budget without the knowledge and authorization of the City.

We appreciate the opportunity to work with the City on this project. If this scope of services and budget meet your approval, we understand the City will issue a standard contract covering the work. Please feel free to contact Frank Szerdy at (510) 663-4113 should you have any questions

Sincerely yours,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

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**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: Lina Velasco Department: Planning & Building Services
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, Lina Velasco before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Lina Velasco

City of Richmond

450 Civic Center Plaza, 2nd Floor

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Frank Szerdy PhD, PE

Amec Foster Wheeler Environmental Infra., Inc.

180 Grand Avenue, Suite 1100

Oakland, CA 94612-3066

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

None.

For the Contract between the City of
Richmond and
Amec Foster Wheeler Environmental Infra., In

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

| Required Coverage | Minimum Limits |
|--|---|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

| | PROJECT COST | REQUIRED LIMIT |
|--|--|------------------------|
| General Liability <i>(primary and excess limits combined)</i> | \$0 - \$5 million | \$2 million p/o |
| | \$5 million - \$10 million | \$5 million p/o |
| | Over \$10 million | \$10 million p/o |
| | Fireworks | \$5 million p/o |
| | <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p> | |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| <p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><i>(Only required for Construction Projects involving property and equipment installation.)</i></p> | <p>Coverage shall include all risks of direct physical loss, excluding earthquake, <i>for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</i></p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p> | |
| <p>Contractor's Pollution Liability <i>(if applicable)</i></p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p> | Same limits as General Liability. | |
| Required Policy Conditions | | |
| A. M. Best Rating | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | |
| Additional Insured Endorsement | <p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</i></p> | |

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

| | |
|--|--|
| Additional Insured Endorsement (continued) | <i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. <i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.) | Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee. |
| SURETY BONDS (If a Public Works/Engineering Project) | The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

| |
|---|
| <p style="text-align: center;">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p> |
|---|

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2017

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 Construction Risk Partners, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): |
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 180 Grand Avenue, 11th Floor Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: ZURICH AMER INS CO INSURER C: AMERICAN ZURICH INS CO INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 22667 16535 40142 | |

COVERAGES

CERTIFICATE NUMBER: 49036649

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | HDO G24557728 | 05/01/16 | 05/01/17 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1,000 | | | BAP 9483148-05 | 05/01/16 | 05/01/17 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC 3504866-15 WC 3867133-09 | 05/01/16 05/01/16 | 05/01/17 05/01/17 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: City of Richmond

Project Start Date: Jan-30-2017 - Project Completion Date: Jan-30-2018

The City of Richmond is an additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Richmond 450 Civic Center Plaza Richmond, CA 94804 USA | 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 <i>William R. Harrison</i> |
|---|---|

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ACORD 25 (2014/01)

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Nhuddy
49036649

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| All parties where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

| |
|---|
| <p>Named Insured: AMEC USA HOLDINGS, INC.</p> <p>Endorsement Effective Date: 05/01/16</p> |
|---|

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
|--|

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/16 Policy No. WC3504866-15 Endorsement No.

Insured AMEC USA HOLDINGS, INC. Premium \$

Insurance Company American Zurich Insurance Company Countersigned By _____

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| BAP 9483148-05 | 05/01/16 | 05/01/17 | 05/01/16 | | N/A | N/A |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMEC USA HOLDINGS, INC.

Address (including ZIP code): 1979 Lakeside Pkwy, Tucker, GA 30084-5935

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|---|--|
| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6705 |
| P.R. No: Vendor No: 12406 | P.O./Contract No: / 3753 |
| Description of Services: AMEC Foster Wheeler will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order for the Terminal 1 site to align it with the approved Terminal 1 Residential Project approved by the Council. | |
| Amendment No. <u>1</u> modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input checked="" type="checkbox"/> Term, Payment Limit and Service Plan | <input type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

Amec Foster Wheeler Environmental Infra., Inc.

Company Name:

Street Address: 180 Grand Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2017

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on **February 15, 2017**, which **original** term commenced on **February 1, 2017** and terminates **December 31, 2017** with an **original** contract payment limit of **\$10,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

By [Signature]
Title: Mayor

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By [Signature]
City Clerk (Assistant)

Approved as to form:
By [Signature]
City Attorney

- List of Attachments:
1. Amendment Provisions
 2. Updated Insurance Certificates

CONTRACTOR:

Amec Foster Wheeler Environmental Infra., Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature]
Title: Vice President

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By [Signature]
Title: Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is
February 1, 2017

(Insert original contract commencement date)

and it terminates

December 31, 2018

(Insert new contract termination date)

unless sooner terminated as provided herein."

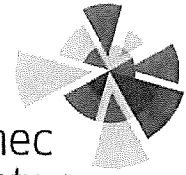
2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **195,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **205,000.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated February 27, 2017 which is incorporated herein by this reference.



amec
foster
wheeler

February 27, 2017

Ms. Lina Velasco
Project manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Subject: Proposal for Soil Vapor Evaluation, Groundwater Sampling and Assistance with Complying with Water Board Order
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this proposal for environmental consulting work at the Terminal 1 Site located in Richmond, California. Our scope of work includes a soil vapor evaluation, sampling of existing groundwater monitoring wells, and assisting the City of Richmond in complying with the Regional Water Quality Control Board (Water Board) Order No. R2-2004-0045.

SCOPE OF WORK

The objective of the soil vapor evaluation is to determine whether vapor intrusion mitigation will be required under proposed residential structures constructed at-grade. The Water Board is particularly concerned about the threat of vapor intrusion from chlorinated volatile organic compounds (VOCs) that may remain in the Southwest Tank Farm Area. In addition, the Water Board has suggested that the potential for vapor intrusion be evaluated in other areas of the Terminal One site.

Our scope of work also includes sampling the 22 existing groundwater monitoring wells at the Terminal One site, analyzing the groundwater samples for VOCs and reporting the data.

The Water board has indicated that five tasks remain to be completed to comply with Order No. R2-2004-0045, including Tasks 5 (Proposed Institutional Constraints), 6 (Implementation of Institutional Constraints), 7 (Five-Year Status Report), and 10 (Delayed Compliance) as well as Electronic Reporting Requirements (i.e. uploading documents to Geotracker). As part of our scope of work we will assist the City in complying with these requirements.

We have divided our work into seven tasks:

- Task 1 – Soil Vapor Work Plan and Correspondences
- Task 2 – Pre-Field Activities for Soil Vapor Investigation
- Task 3 – Soil Vapor Well Installation
- Task 4 – Soil Vapor and Groundwater Well Sampling
- Task 5 – Reporting

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

Task 6 – Soil Vapor Well Destruction

Task 7 – Assisting City in Compliance with Order

Task 1: Soil Vapor Work Plan and Correspondences

Amec Foster Wheeler will prepare a letter work plan describing the reasoning for the proposed sample locations, the sampling approach and activities related to the field efforts. The work plan will be submitted to the City of Richmond for draft review. After the review, the work plan will be submitted to the Regional Water Quality Control Board for review and approval. The cost estimate also includes up to six meetings, as needed, to meet the project demands.

Task 2: Pre-Field Activities for Soil Vapor Investigation

This task includes updating a health and safety plan (HASP) including Activity Hazard Analysis (AHA) for the planned site-specific activities. This task also includes planning, coordinating and contracting with subcontractors (geophysical, drilling, analytical laboratory) prior to commencement of the field activities, marking boring locations at the site and calling Underground Service Alert (811) as required by law. Underground Service Alert will be contacted at least 48 hours prior to beginning drilling activities and a private utility locator subcontractor will be used to scan the locations for subsurface utilities. Drilling permits are not required since borings will not exceed a total depth of 5 feet.

Task 3: Soil Vapor Well Installation

Soil vapor wells will be installed in accordance with the *Advisory – Active Soil Vapor Investigations* (Department of Toxic Substances Control [DTSC], 2015). The work will be performed by a California licensed C-57 contractor under Amec Foster Wheeler oversight. The boreholes for each soil vapor well will be drilled using a hand auger either to the depth of groundwater or to about 5 feet below the ground surface (bgs), whichever is shallower. The center of the probe will be placed approximately six inches above the bottom of the borehole, or at 4.5 feet bgs if the borehole extends to 5 feet bgs. Each soil vapor well will be secured at the surface with a traffic-rated well box. Excavated soil will be stored in drums onsite pending laboratory analysis for disposal.

Based on our discussion with the Water Board, we have developed a plan for 22 soil vapor wells to be installed at the site.

Task 4: Soil Vapor Well and Groundwater Sampling

We have assumed that the soil vapor wells and groundwater wells will be sampled during the same field mobilization.

Soil Vapor Well Sampling

Soil vapor sampling will occur a minimum of 48 hours after the soil vapor probe installation. Sampling and analysis from vapor wells will be conducted in accordance to the *Advisory –*

Active Soil Vapor Investigations (DTSC, 2015). All vapor samples will be analyzed for the following:

- EPA Method TO-15 for volatile organic compounds
- ASTM 1946 for Helium to check for any potential leaks during sampling

As required by the Water Board, two sampling events will be performed at the site to coincide with seasonal changes: one during the wet season and one during the dry season. All 22 wells will be sampled twice.

Groundwater Well Sampling

The groundwater wells will be sampled using low-flow sampling procedures based on the following guidance: the U.S. EPA groundwater issue paper titled *Low-Flow (Minimal Drawdown), Ground-Water Sampling Procedures* (Puls and Barcelona, 1996); ASTM International Standard D6771-02; and research-validated best practices (Yeskis and Zavala, 2002; Barcelona et al., 2005; Nielsen and Nielsen, 2006). The samples will be analyzed for the following:

- EPA Method 8260B for volatile organic compounds
- EPA Method 8015B for total extractable petroleum hydrocarbons (TEPH) reported as diesel-range organics and motor-oil-range organics

All sampling equipment will be cleaned between sample and collection events. One duplicate sample will be collected for every ten samples collected at the site (total eight samples per sampling event). Two trip blanks (provided by the laboratory) will accompany the groundwater samples containers and will be analyzed for VOC's by EPA Method 8260B and for TEPH by EPA Method 8015B.

Purged groundwater will be stored in drums onsite pending laboratory analysis for disposal. A total of two sampling events will be performed at the site to coincide with the seasonal changes: one during the wet season and one during the dry season. For this cost estimate, a total of 22 groundwater wells will be sampled twice at the site.

Task 5: Reporting

Soil Vapor Investigation

After installation and sampling of the soil vapor wells and receipt of the analytical data, Amec Foster Wheeler will prepare a summary letter report that also presents the results of the soil vapor investigation and compares the data to regulatory levels. The report will provide recommendations for vapor mitigation measures if necessary. The report will provide a site map, a data summary table and an appendix of the laboratory analytical reports. A second report will be prepared after the second sampling event that presents the sampling results and revisions to previous recommendations, if necessary.

Groundwater Well Sampling

After receipt of the analytical data, Amec Foster Wheeler will prepare a summary letter report that presents the results of the groundwater well sampling and compares the data to regulatory levels. The report will provide a site map, a data summary table and an appendix of the laboratory analytical reports. A second report will be prepared after the second sampling event that presents the sampling results.

Task 6: Well Destruction and Waste Disposal

Upon completion of the work, the soil vapor wells will be removed to the extent feasible. The boring will be overdrilled and backfilled with neat-cement grout using a tremie pipe from the total depths to the ground surface. The surface will be restored to match the surrounding area.

All the waste generated from the site will be profiled prior to disposal.

Task 7: Assisting the City in Compliance with Order

Five items remain to be addressed to satisfy the requirements of the Water Board Order, including:

- Order Task 5: Proposed institutional constraints
- Order Task 6: Implementation of institutional constraints
- Order Task 7: Five-year status report
- Order Task 10: Delayed compliance
- Requirements for electronic reporting, described in March 18, 2015 Notice Letter from Water Board

Our scope of work under this task will be to assist the City in complying with these requirements. We have budgeted a 15% contingency in our proposal (i.e. \$25,300) which is intended to provide some additional expenditure capacity due to the unknown nature of data and documentation required to comply with the requirements of the Order for the site.

COST ESTIMATE

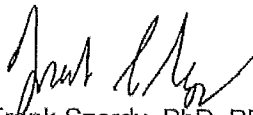
Based on the work described herein, the cost to complete these task is \$193,800. Cost details are shown in the attached Cost Estimates (Table 1). Written approval by the City's project manager is required prior to expenditures exceeding \$193,800.

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

Ms. Lina Velasco
City of Richmond
February 27, 2017
Page 5

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely yours,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

fs/smm
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Attachments: Table 1 – Cost Estimates

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 1: Work Plan and Correspondences | | | | |
|--|-----------|------|---------------|----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 26 | \$ 6,838.00 |
| Senior Associate | 210.00 | hrs | 1 | \$ 210.00 |
| Senior 2 Engineer | 204.00 | hrs | 12 | \$ 2,448.00 |
| Tech 3 Professional | 160.00 | hrs | 24 | \$ 3,840.00 |
| CAD/Graphic Designer | 100.00 | hrs | 2 | \$ 200.00 |
| Project Assistant | 83.00 | hrs | 2 | \$ 166.00 |
| Travel Expenses | 100.00 | ea. | 1 | \$ 100.00 |
| Task 1 Total | | | | \$ 13,900.00 |
| Task 2: Pre-Field Activities | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 1 | \$ 263.00 |
| Senior Associate | 210.00 | hrs | 1 | \$ 210.00 |
| Senior 2 Engineer | 204.00 | hrs | 3 | \$ 612.00 |
| Tech 3 Professional | 160.00 | hrs | 24 | \$ 3,840.00 |
| Project Assistant | 83.00 | hrs | 1 | \$ 83.00 |
| Travel Expenses | 20.00 | ea. | 1 | \$ 20.00 |
| Task 2 Total | | | | \$ 5,100.00 |
| Task 3: Soil Vapor Well Installation | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 3 | \$ 789.00 |
| Senior 2 Engineer | 204.00 | hrs | 6 | \$ 1,224.00 |
| Tech 3 Professional | 160.00 | hrs | 60 | \$ 9,600.00 |
| Vehicle Usage | 100.00 | ea. | 5 | \$ 500.00 |
| Equipment | 500.00 | ea. | 1 | \$ 500.00 |
| Utility Clearance | 1,650.00 | ea. | 1 | \$ 1,650.00 |
| Drilling Contractor | 12,030.00 | ea. | 1 | \$ 12,030.00 |
| Task 3 Total | | | | \$ 26,300.00 |
| Task 4: Soil Vapor and Groundwater Well Sampling (2 Events) | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 8 | \$ 2,104.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| Tech 3 Professional | 160.00 | hrs | 136 | \$ 21,760.00 |
| Tech 1 Professional | 127.00 | hrs | 136 | \$ 17,272.00 |
| Vehicle Usage | 100.00 | ea. | 24 | \$ 2,400.00 |
| Equipment | 1,500.00 | ea. | 2 | \$ 3,000.00 |
| Laboratory Analysis | 12,736.25 | ea. | 2 | \$ 25,472.50 |
| Task 4 Total | | | | \$ 73,700.00 |
| Task 5: Reporting (2 Reports - Joint Report for GW and SV sampling) | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 16 | \$ 4,208.00 |
| Senior Associate | 210.00 | hrs | 16 | \$ 3,360.00 |
| Senior 2 Engineer | 204.00 | hrs | 16 | \$ 3,264.00 |
| Tech 3 Professional | 160.00 | hrs | 100 | \$ 16,000.00 |
| Tech 1 Professional | 127.00 | hrs | 40 | \$ 5,080.00 |
| CAD/Graphic Designer | 100.00 | hrs | 16 | \$ 1,600.00 |
| Project Assistant | 83.00 | hrs | 8 | \$ 664.00 |
| Task 5 Total | | | | \$ 34,200.00 |
| Task 6: Well Destruction | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 2 | \$ 526.00 |
| Senior 2 Engineer | 204.00 | hrs | 4 | \$ 816.00 |
| Tech 3 Professional | 160.00 | hrs | 24 | \$ 3,840.00 |
| Vehicle Usage | 100.00 | ea. | 2 | \$ 200.00 |
| Waste Profiling and Disposal | 5,000.00 | ea. | 1 | \$ 5,000.00 |
| Drilling Contractor | 4,840.00 | ea. | 1 | \$ 4,840.00 |
| Task 6 Total | | | | \$ 15,300.00 |
| Task 7: Assisting the City in Compliance with Order | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Contingency amount | 15.00 | % | \$ 168,500.00 | \$ 25,275.00 |
| Task 7 Total | | | | \$ 25,300.00 |
| Total | | | | \$ 193,800.00 |

Contract Amendment between the City of Richmond and
Amec Foster Wheeler Environmental Infra., Inc.

Amendment No.

P.O./Contract No.

1

13753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

**City of Richmond - Insurance Requirements – Type 1:
 Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

| Required Coverage | Minimum Limits |
|--|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |

**City of Richmond - Insurance Requirements – Type 1:
 Consultants and Contractors**

| | | |
|--|--|------------------------|
| General Liability <i>(primary and excess limits combined)</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$5 million | \$2 million p/o |
| | \$5 million - \$10 million | \$5 million p/o |
| | Over \$10 million | \$10 million p/o |
| | Fireworks | \$5 million p/o |
| | Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). | |
| | If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit). | |
| | Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. | |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects involving property and equipment installation.)</i> | Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption. If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City. | |
| Contractor's Pollution Liability (if applicable) Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders. | Same limits as General Liability. | |
| Required Policy Conditions | | |
| A. M. Best Rating | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | |
| Additional Insured Endorsement | Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. | |

| |
|---|
| <p>City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p> |
|---|

| | |
|--|--|
| Additional Insured Endorsement (continued) | <i>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61</i> |
| Primary and Noncontributory | The contractor’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder’s Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| Loss Payable Endorsement (only required when Builder’s Risk and/or Course of Construction Insurance is required.) | Applicable to Builder’s Risk/Course of Construction naming the City of Richmond as Loss Payee. |
| SURETY BONDS (If a Public Works/Engineering Project) | The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR’s subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

| |
|---|
| <p style="text-align: center;">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p> |
|---|

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2017

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 Construction Risk Partners, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): |
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 180 Grand Avenue, 11th Floor Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: ACE AMER INS CO | NAIC # 22667 |
| | | INSURER B: ZURICH AMER INS CO | 16535 |
| | | INSURER C: AMERICAN ZURICH INS CO | 40142 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 49036649

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | HDO G24557728 | 05/01/16 | 05/01/17 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000 | | | BAP 9483148-05 | 05/01/16 | 05/01/17 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | WC 3504866-15 WC 3867133-09 | 05/01/16 05/01/16 | 05/01/17 05/01/17 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |


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

Re: City of Richmond

Project Start Date: Jan-30-2017 - Project Completion Date: Jan-30-2018

The City of Richmond is an additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Richmond 450 Civic Center Plaza Richmond, CA 94804 USA | 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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**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| All parties where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: AMEC USA HOLDINGS, INC.

Endorsement Effective Date: 05/01/16

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/16

Policy No. WC3504866-15

Endorsement No.

Insured AMEC USA HOLDINGS, INC.

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned By _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|--|---|
| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6841 |
| P.R. No: Vendor No: 12406 | P.O./Contract No: / 3753 |
| Description of Services: AMEC Foster Wheeler will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order for the Terminal 1 site to align it with the Terminal 1 Residential Project approved by the Council. | |
| Amendment No. 2 modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input type="checkbox"/> Term, Payment Limit and Service Plan | <input checked="" type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

AMEC Foster Wheeler Environment & Infra., Inc.

Company Name: _____

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113 Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2017

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of **\$10,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

By [Signature]

Title: Mayor

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By [Signature]
City Clerk

Approved as to form:

By [Signature]
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

CONTRACTOR:

AMEC Foster Wheeler Environment & Infra., Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature]

Title: Sr. Vice President Finance

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By [Signature]

Title: Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.



May 2, 2017

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Subject: Change Order for Additional Groundwater Well Installation and Sampling
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). Our scope of work includes installation and sampling of three new monitoring wells as part of ongoing work to comply with the Water Board Order No. R2-2004-0045.

SCOPE OF WORK

In response to Water Board requests, Amec Foster Wheeler submitted the March 31, 2017 *Amendment to Groundwater Well Installation Work Plan* on behalf of the City of Richmond. The work plan proposed the installation and sampling of three new monitoring wells at the Terminal One site. The Water Board provided concurrence with the work plan in their April 4, 2017 letter. This change order requests funds to complete the work described in the approved work plan, which was not contemplated in our proposal of February 27, 2017.

This scope of work will be performed in coordination with work already authorized at the Site, including the installation of soil vapor probes and the sampling of existing groundwater monitoring wells, to minimize pre-field and field activities.

The work will fall within three existing tasks and one new task:

- Task 2 – Pre-Field Activities
- Task 4 – Soil Vapor and Groundwater Well Sampling
- Task 5 – Reporting
- Task 8 – Groundwater Well Installation

Task 2: Pre-Field Activities for Soil Vapor Investigation

This task includes updating a health and safety plan (HASp) including Activity Hazard Analysis (AHA) for the planned site-specific activities. This task also includes planning, coordinating and contracting with subcontractors (geophysical, drilling, analytical laboratory) prior to

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

commencement of the field activities, marking boring locations at the site and calling Underground Service Alert (811) as required by law. Underground Service Alert will be contacted at least 48 hours prior to beginning drilling activities and a private utility locator subcontractor will be used to scan the locations for subsurface utilities. Drilling permits are required to be obtained from the Contra Costa County Health Services Divisions for each of the three new wells.

Task 4: Soil Vapor Well and Groundwater Sampling

We have assumed that new groundwater wells will be sampled during the same mobilization as the previously planned soil vapor and groundwater sampling activities.

Groundwater Well Sampling

The groundwater wells will be sampled using low-flow sampling procedures based on the following guidance: the U.S. EPA groundwater issue paper titled *Low-Flow (Minimal Drawdown), Ground-Water Sampling Procedures* (Puls and Barcelona, 1996); ASTM International Standard D6771-02; and research-validated best practices (Yeskis and Zavala, 2002; Barcelona et al., 2005; Nielsen and Nielsen, 2006). The samples will be analyzed for the following:

- EPA Method 8260B for volatile organic compounds.
- EPA Method 8015B for total extractable petroleum hydrocarbons (TEPH) reported as diesel-range organics and motor-oil-range organics.

All sampling equipment will be cleaned between sample and collection events. Quality assurance samples (duplicates and blanks) will be collected according to the existing groundwater monitoring program.

Purged groundwater will be stored in drums onsite pending laboratory analysis for disposal. A total of two sampling events will be performed at the site to coincide with the seasonal changes: one during the wet season and one during the dry season. This cost estimate accounts for the incremental increase resulting from the three new wells to be sampled twice.

Task 5: Reporting

Groundwater Well Sampling

After receipt of the analytical data, Amec Foster Wheeler will prepare a summary letter report that presents the results of the groundwater well sampling and compares the data to regulatory levels. Results from sampling the three additional wells described in the work plan will be included in the report developed for sampling the remaining wells at the site. The report will provide a site map, a data summary table and an appendix of the laboratory analytical reports. A second report will be prepared after the second sampling event that presents the sampling results.

Groundwater Well Installation

The report will include a description of the well installation and development activities. The well boring and installation logs, and the well development records will be included as appendices.

Ms. Lina Velasco
City of Richmond
May 2, 2017
Page 3

Task 8: Groundwater Monitoring Well Installation

Three new groundwater monitoring wells will be installed under permit from the Contra Costa County Health Services Divisions, consistent with the previously approved method for installing 2-inch monitoring wells within a 4.5-inch diameter borehole. The work will be performed by a California licensed C-57 contractor under Amec Foster Wheeler oversight. The boreholes for each monitoring well will be drilled using a hand auger to 5 feet below the ground surface (bgs), and then to the total depth using direct push technology. Observed soil conditions and final well construction details will be recorded on a well boring log. Each well will be secured at the surface with a traffic-rated well box. Excavated soil will be stored in drums onsite pending laboratory analysis for disposal.

All the waste generated from the site will be profiled prior to disposal. This cost estimate assumes the soil cuttings will be disposed as non-hazardous.

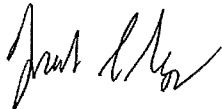
COST ESTIMATE

Based on the work described herein, the cost to complete these additional activities related to the installation and sampling of new monitoring wells is \$21,700. Cost details are shown in the attached Cost Estimates (Table 1). Written approval by the City's project manager is required prior to expenditures exceeding \$21,700.

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

FS/LDU
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Attachment: Table 1 – Cost Estimate

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 2: Pre-Field Activities | | | | |
|--|------------------|-------------|-----------------|-----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 2 | \$ 526.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| Tech 3 Professional | 160.00 | hrs | 5 | \$ 800.00 |
| CAD/Graphics Designer | 100.00 | hrs | 2 | \$ 200.00 |
| Permits | 609.00 | ea. | 3 | \$ 1,827.00 |
| Task 2 Total | | | | \$ 5,000.00 |
| Task 4: Soil Vapor and Groundwater Well Sampling (2 Events) | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Tech 3 Professional | 160.00 | hrs | 8 | \$ 1,280.00 |
| Travel Expenses | 100.00 | ea. | 2 | \$ 200.00 |
| Equipment | 50.00 | ea. | 2 | \$ 100.00 |
| Laboratory Analysis | 500.25 | ea. | 2 | \$ 1,000.50 |
| Task 4 Total | | | | \$ 2,600.00 |
| Task 5: Reporting | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 0.5 | \$ 131.50 |
| Senior 2 Engineer | 204.00 | hrs | 1 | \$ 204.00 |
| Tech 3 Professional | 160.00 | hrs | 5 | \$ 800.00 |
| Tech 1 Professional | 127.00 | hrs | 2 | \$ 254.00 |
| CAD/Graphics Designer | 100.00 | hrs | 1.5 | \$ 150.00 |
| Project Assistant | 83.00 | hrs | 0.5 | \$ 41.50 |
| Task 5 Total | | | | \$ 1,600.00 |
| Task 8: Groundwater Well Installation | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 1 | \$ 263.00 |
| Senior 2 Engineer | 204.00 | hrs | 2 | \$ 408.00 |
| Tech 3 Professional | 160.00 | hrs | 18 | \$ 2,880.00 |
| Travel Expenses | 100.00 | ea. | 1 | \$ 100.00 |
| Equipment | 200.00 | ea. | 1 | \$ 200.00 |
| Permits | 609.00 | ea. | 3 | \$ 1,827.00 |
| Utility Clearance | 690.00 | ea. | 1 | \$ 690.00 |
| Drilling Contractor | 5,192.25 | ea. | 1 | \$ 5,192.25 |
| Waste Disposal | 172.50 | ea. | 2 | \$ 345.00 |
| Laboratory Analysis | 310.50 | ea. | 1 | \$ 310.50 |
| Surveyor | 276.00 | ea. | 1 | \$ 276.00 |
| Task 8 Total | | | | \$ 12,500.00 |
| TOTAL | | | | \$ 21,700.00 |

June 16, 2017

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804



Subject: Change Order for Additional Soil Vapor Well Installation and Sampling
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). The additional scope of work includes installation and sampling of nineteen additional soil vapor probes as part of ongoing work to comply with the Water Board Order No. R2-2004-0045, unanticipated effort related to site access, and sampling and management of investigation derived waste (IDW) generated during previous monitoring well installation.

SCOPE OF WORK

In response to Water Board requests, Amec Foster Wheeler submitted April 7, 2017 *Soil Vapor Investigation Work Plan* on behalf of the City of Richmond. The work plan proposed the installation and sampling of 22 new soil vapor probes at the Terminal One site. The Water Board response on April 24, 2017 requested several additional soil vapor probes and additional analytical data. The *Revised Soil Vapor Investigation Work Plan*, which Amec Foster Wheeler submitted to the Water Board on behalf of the City of Richmond on April 28, 2017, included 19 additional soil vapor probes that were not contemplated when we prepared our initial budget estimate for the work.

This change order requests funds for the additional work required to plan, install, sample, analyze, report on and destroy the 19 additional wells required by the Water Board. The soil vapor wells will be sampled twice.

This scope of work will be performed in coordination with work already authorized at the Site, including the installation of soil vapor probes and the sampling of already scoped soil vapor probes, to minimize pre-field and field activities.

The work will fall within six existing tasks:

- Task 1 – Work Plan and Correspondences
- Task 2 – Pre-Field Activities

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

Task 3 – Soil Vapor Probe installation

Task 4 – Soil Vapor and Groundwater Well Sampling

Task 5 – Reporting

Task 6 – Soil Vapor Probe Destruction

Task 1: Work Plan and Correspondence

This task includes the update of the soil vapor work plan in order to meet additional requirements outlined by the Water Board, and also client communication and project management activities related to the revised work plan activities.

Task 2: Pre-Field Activities for Soil Vapor Investigation

This task includes additional planning, coordinating and contracting with subcontractors (geophysical, drilling, analytical laboratory) prior to commencement of the field activities, and marking boring locations at the site. In addition, this task provides labor hours which were required to coordinate and obtain access to the Site and also to the inside of the existing Terminal building.

Task 3: Soil Vapor Probe Installation

This task includes additional budget for the installation of 19 soil vapor probes not included in previous task authorizations. Additionally, budget is requested under this task for Amec Foster Wheeler to manage drums of IDW which were generated during monitoring well installation performed recently by R.T. Hicks Consultants. There are an estimated 20 drums located across the Site, containing soil cuttings and development and purge water. Amec Foster Wheeler will conduct an inventory of these drums, perform drum sampling as needed to profile the drums for disposal, and coordinate the off haul as part of drum removal already planned for drums generated in connection with work performed by Amec Foster Wheeler.

Task 4: Soil Vapor Well and Groundwater Sampling

This task includes additional budget to sample the 19 newly proposed soil vapor probes during two sampling events.

Task 5: Reporting

This task includes budget for the management and analysis of data collected from the additional soil vapor probes, as well as presentation of the additional data on tables and figures, and discussion of the sampling and results in the report already planned at the conclusion of each of two sampling events.

Task 6: Soil Vapor Probe Destruction

Consistent with the previous change order proposing to install the initial 22 soil vapor probes, this change order for the 19 additional soil vapor probes also includes budget for the eventual destruction of these probes.

Ms. Lina Velasco
City of Richmond
June 16, 2017
Page 3

COST ESTIMATE

Based on the work described herein, the cost to install these additional soil vapor probes, manage site access and IDW from a previous investigation effort, and to supplement the sampling, analysis and reporting of additional data from two sampling events is \$86,300. Cost details are shown in the attached Cost Estimates (Table 1). Written approval by the City's project manager is required prior to expenditures exceeding \$86,300.

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

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Attachment: Table 1 – Cost Estimate

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Phase 01 - Work Plan and Correspondences | | | | |
|---|------------------|-------------|-----------------|-----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 16 | \$ 4,208.00 |
| Senior Associate | 210.00 | hrs | 2 | \$ 420.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| CAD/Graphics Designer | 100.00 | hrs | 3 | \$ 300.00 |
| Project Assistant | 83.00 | hrs | 2 | \$ 166.00 |
| Task 2 Total | | | | \$ 6,800.00 |
| Phase 02 - PreField | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 2 | \$ 526.00 |
| Senior Associate | 210.00 | hrs | 2 | \$ 420.00 |
| Senior 2 Engineer | 204.00 | hrs | 12 | \$ 2,448.00 |
| Tech 3 Professional | 160.00 | hrs | 16 | \$ 2,560.00 |
| Utility Clearance | 1.15 | ea. | \$ 300.00 | \$ 345.00 |
| Task 2 Total | | | | \$ 6,300.00 |
| Phase 03 - Well Installation | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Senior 2 Engineer | 204.00 | hrs | 2 | \$ 408.00 |
| Tech 3 Professional | 160.00 | hrs | 30 | \$ 4,800.00 |
| Travel Expenses | 100.00 | ea. | 3 | \$ 300.00 |
| Drilling Contractor | 1.15 | ea. | \$ 6,000.00 | \$ 6,900.00 |
| Laboratory Analysis | 1.15 | ea. | \$ 4,350.00 | \$ 5,002.50 |
| IDW | 1.15 | ea. | \$ 3,300.00 | \$ 3,795.00 |
| Task 4 Total | | | | \$ 21,300.00 |
| Phase 04 - Sampling | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Senior Associate | 210.00 | hrs | 8 | \$ 1,680.00 |
| Tech 3 Professional | 160.00 | hrs | 64 | \$ 10,240.00 |
| Travel Expenses | 100.00 | ea. | 2 | \$ 200.00 |
| Equipment | 50.00 | ea. | 2 | \$ 100.00 |
| Laboratory Analysis | 1.15 | ea. | \$ 10,000.00 | \$ 11,500.00 |
| Task 4 Total | | | | \$ 23,800.00 |
| Phase 05 - Reporting | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 6 | \$ 1,578.00 |
| Senior 2 Engineer | 204.00 | hrs | 20 | \$ 4,080.00 |
| Tech 3 Professional | 160.00 | hrs | 24 | \$ 3,840.00 |
| CAD/Graphics Designer | 100.00 | hrs | 10 | \$ 1,000.00 |
| Project Assistant | 83.00 | hrs | 2 | \$ 166.00 |
| Task 5 Total | | | | \$ 11,800.00 |

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Phase 06 - Soil Vapor Probe Destruction | | | | |
|--|------------------|-------------|-----------------|-----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Senior Associate | 210.00 | hrs | 1 | \$ 210.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| Tech 3 Professional | 160.00 | hrs | 34 | \$ 5,440.00 |
| Travel Expenses | 100.00 | ea. | 2 | \$ 200.00 |
| Equipment | 50.00 | ea. | 2 | \$ 100.00 |
| Drilling Contractor | 1.15 | ea. | \$ 7,500.00 | \$ 8,625.00 |
| Task 6 Total | | | | \$ 16,300.00 |
| TOTAL | | | | \$ 86,300.00 |

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by **\$154,950.00**. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$ 359,950.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated May 2, 2017 and June 16, 2017, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

As further described in the attached scopes, a written authorization by the City Project Manager is required for any expenditures above \$21,700 for the May 2, 2017 scope and \$86,300 for the June 16, 2017 scope.

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated May 2, 2017 and June 16, 2017, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

As further described in the attached scopes, a written authorization by the City Project Manager is required for any expenditures above \$21,700 for the May 2, 2017 scope and \$86,300 for the June 16, 2017 scope.

Contract Amendment between the City of Richmond and
AMEC Foster Wheeler Environment & Infra., Inc.

Amendment No.

P.O./Contract No.

2

/ 3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

| Required Coverage | Minimum Limits |
|--|---|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability <i>(primary and excess limits combined)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

| |
|--|
| City of Richmond - Insurance Requirements - Type 2: Professional Services |
|--|

| | | |
|--|---|-----------------------|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$1 million | \$1 million p/o |
| | \$1 million - \$5 million | \$2 million p/o |
| | Over \$5 million | \$5 million p/o |

| Required Policy Conditions | |
|---|---|
| Additional Insured Endorsement | <p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></p> |
| Primary and Noncontributory | <p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p> |
| Waiver of Subrogation Endorsement Form | <p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p> |
| Deductibles and Self-Insured Retentions | <p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p> |
| A. M. Best Rating | <p>A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p> |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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 have ADDITIONAL INSURED provisions or 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 Construction Risk Partners a JLT Group Company Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: Lauren Bowman PHONE (A/C, No, Ext): 908-566-1010 E-MAIL ADDRESS: amecfw@constructionriskpartners.com | FAX (A/C, No): 908-566-1020 |
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 180 Grand Avenue, 11th Floor Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: ACE AMER INS CO | NAIC # 22667 |
| | | INSURER B: ZURICH AMER INS CO | 16535 |
| | | INSURER C: AMERICAN ZURICH INS CO | 40142 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 49687946

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|--------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | HDO G27851162 | 05/01/17 | 05/01/18 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000 | | | BAP 9483148-06 | 05/01/17 | 05/01/18 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | WC 3504866-16 WC 3867133-10 | 05/01/17 05/01/17 | 05/01/18 05/01/18 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: City of Richmond

Project Start Date: Jan-30-2017 - Project Completion Date: Jan-30-2018

The City of Richmond is an additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Richmond 450 Civic Center Plaza Richmond, CA 94804 USA | 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 <i>William R. Harrison</i> |
|---|---|

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ACORD 25 (2016/03)

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Sklein
49687946

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| All parties where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Person Or Organization:</p> <p>Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/17 Policy No. WC 3504866-16 Endorsement No.

Insured AMEC USA HOLDINGS, INC. Premium \$

Insurance Company American Zurich Insurance Company Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

| |
|--|
| <p>Named Insured:</p> <p>Endorsement Effective Date:</p> |
|--|

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| BAP 9483148-06 | 05/01/17 | 05/01/18 | 05/01/17 | | N/A | N/A |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMEC USA HOLDINGS, INC.

Address (including ZIP code): 1979 Lakeside Pkwy, Tucker, GA 30084-5935

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|--|--|
| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6841 |
| P.R. No: | Vendor No: 12406 |
| | P.O./Contract No: / 3753 |
| Description of Services: AMEC Foster Wheeler will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order for the Terminal 1 site to align it with the Terminal 1 Residential Project approved by the Council. | |
| Amendment No. 3 modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input checked="" type="checkbox"/> Term, Payment Limit and Service Plan | <input type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

AMEC Foster Wheeler Environment & Infra., Inc.

Company Name:

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2018

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____ other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of \$10,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.


7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

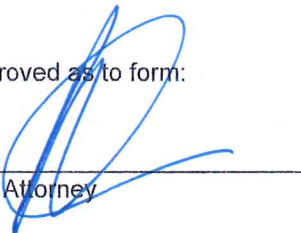
By 

Title: Mayor

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By 
City Clerk

Approved as to form:

By 
City Attorney

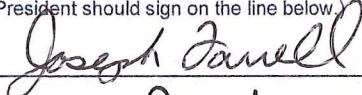
List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

CONTRACTOR:

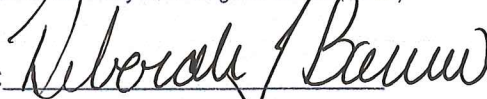
AMEC Foster Wheeler Environment & Infra., Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By 

Title: Vice President

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By 

Title: Asst. Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.



March 20, 2018

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Subject: Change Order Request for Continuing Work to Address Water Board Requirements
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). The additional scope of work includes:

- Completion of the Water Board process to approve the Amended Remedial Action Plan (RAP) for the Site;
- Sampling and analyses of 26 existing wells, including sampling of the 3 shoreline wells at low, mid- and high tide, and submitting a report to the Water Board describing the work and conclusions;
- Installation and sampling of up to three additional groundwater wells that the Water Board has indicated they may require;
- Assisting Terminal One Development, Inc. prepare a Soil Risk Management Plan and develop institutional controls for the Site development, and;
- Other work required by the Water Board to comply with the Water Board Order No. R2-2004-0045.

SCOPE OF WORK

The scope of work will fall into five tasks:

- Task 1 – Completion of the Water Board process to approve the Amended RAP
- Task 2 – Monitoring of existing groundwater wells,
- Task 3 – Installation and monitoring of up to three additional groundwater monitoring wells
- Task 4 – Assisting Terminal One Development Inc prepare Site documents

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

- Task 5 – Other work required by the Water Board

Task 1: Completion of the Water Board process to approve the Amended RAP

Amec Foster Wheeler has been working with Terminal One Development, Inc and their consultants to prepare and finalize an Amended RAP to address environmental concerns at the Site. We have been discussing the required content of the Amended RAP with Water Board staff and are almost ready to submit the draft document. After the Water Board is satisfied with the document, the Water Board will mail a fact sheet out to the public making the Draft Amended RAP available for public review and comment for a 30-day period. During this period, the Water Board will hold a public meeting where Amec Foster Wheeler will either make a presentation, be available for questions and/or prepare visual aids. The Water Board will collect public comments and we will work with the Water Board to respond to the comments, make changes to the Amended RAP as appropriate, then finalize the Amended RAP, including the response to the public comments as an attachment.

Task 2: Monitoring of existing groundwater wells

The Water Board has asked that the 26 existing groundwater monitoring wells at the Site be sampled and analyzed for petroleum hydrocarbons to determine any changes in the magnitude and distribution of these chemicals at the Site. In addition, the Water Board has requested that the three wells nearest the shoreline be sampled at low, mid- and high tide conditions. Our proposed scope of work includes completing the monitoring program requested by the Water Board, and preparing a report describing the work performed and the results obtained.

Task 3: Installation and monitoring of up to three additional groundwater monitoring wells

During discussions with the Water Board they have indicated they will require up to three additional groundwater monitoring wells be installed near the shoreline of the Site to further evaluate the potential discharge of petroleum hydrocarbons to the Bay. Our proposed scope includes installation of three groundwater monitoring wells, sampling for petroleum hydrocarbons and reporting the results to the Water Board.

Task 4: Assisting Terminal One Development Inc prepare Site documents

We understand that Terminal One Development Inc and their consultants intend to revise the existing Soil Risk Management Plan and develop institutional controls to accommodate the proposed development. We anticipate that we will assist Terminal One in this work.

Task 5: Other work required by the Water Board

Additional work may be requested by the Water Board to comply with the Order. Currently we believe the Water Board will require some form of remedial design documentation that describes the proposed use of Deep-Soil-Mixing spoils to create a barrier to groundwater flow, but we are not sure how the work required to prepare this documentation will be divided between Amec Foster Wheeler and Terminal One Development's consultants. Similarly, we expect that additional groundwater monitoring will be required approximately every 6 months for three years, but we are not sure how many wells will remain after development, how many of

Ms. Lina Velasco
City of Richmond
March 20, 2018
Page 3

the destroyed wells the Water Board will want replaced, and what laboratory analyses will be required. We have therefore included an allowance of 10% of the requested budget in this proposal to cover costs associated with performing some or all of these tasks. The allowance will only be used for these supplemental but currently unknown tasks.

This scope of work will be performed in coordination with work already authorized at the Site, including negotiation with the Water Board and development of appropriate remedial actions in cooperation with Terminal One Development and their consultants.

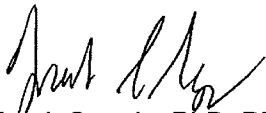
COST ESTIMATE

The estimated cost to perform the work described in Tasks 1 through 5 is \$145,600. The bulk of these costs are required for the additional work that the Water Board has requested (i.e., installation of new monitoring wells and monitoring of existing wells), as well as the extra work that will be required to obtain final approval of the Amended RAP. These costs are broken down by task in the attached Cost Estimate (Table 1).

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

fs/ldu/smm
x:\19000s\190170\0000\co rqst_032018\prop6_city of richmond.docx

Attachment: Table 1 – Cost Estimate

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 1: Completion of the Water Board process to approve the Amended RAP | | | | |
|---|-----------|------|-------------|---------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 97 | \$ 25,511.00 |
| Senior Associate | 210.00 | hrs | 0 | \$ - |
| Senior 2 Engineer | 204.00 | hrs | 20 | \$ 4,080.00 |
| Tech 3 Professional | 160.00 | hrs | 0 | \$ - |
| Tech 1 Professional | 127.00 | hrs | 0 | \$ - |
| CAD/Graphics Designer | 100.00 | hrs | 5 | \$ 500.00 |
| Project Assistant | 83.00 | hrs | 12 | \$ 996.00 |
| Expenses | 1000.00 | ea. | 2 | \$ 2,000.00 |
| Equipment | 78.75 | ea. | | \$ - |
| Permits | | ea. | 0 | \$ - |
| Task 1 Total | | | | \$ 33,100.00 |
| Task 2: Monitoring of existing groundwater wells | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 20 | \$ 5,260.00 |
| Senior Associate | 210.00 | hrs | 2 | \$ 420.00 |
| Senior 2 Engineer | 204.00 | hrs | 36 | \$ 7,344.00 |
| Tech 3 Professional | 160.00 | hrs | 100 | \$ 16,000.00 |
| Tech 1 Professional | 127.00 | hrs | 68 | \$ 8,636.00 |
| CAD/Graphics Designer | 100.00 | hrs | 10 | \$ 1,000.00 |
| Project Assistant | 83.00 | hrs | 4 | \$ 332.00 |
| Travel Expenses | 100.00 | ea. | 7 | \$ 700.00 |
| Equipment | 50.00 | ea. | 6 | \$ 300.00 |
| Rental Equipment | | | 0 | \$ 1,000.00 |
| Permits | 0.00 | ea. | 0 | \$ - |
| Utility Clearance | 736.00 | ea. | \$ - | \$ - |
| IDW | 1.15 | ea. | 450 | \$ 517.50 |
| Laboratory Analysis | 1.15 | ea. | \$ 3,200.00 | \$ 3,680.00 |
| Task 2 Total | | | | \$ 45,200.00 |
| Task 3 – Installation and monitoring of up to three additional groundwater monitoring wells | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 20 | \$ 5,260.00 |
| Senior Associate | 210.00 | hrs | 1 | \$ 210.00 |
| Senior 2 Engineer | 204.00 | hrs | 16 | \$ 3,264.00 |
| Tech 3 Professional | 160.00 | hrs | 78 | \$ 12,480.00 |
| Tech 1 Professional | 127.00 | hrs | 2 | \$ 254.00 |
| CAD/Graphics Designer | 100.00 | hrs | 10 | \$ 1,000.00 |
| Project Assistant | 83.00 | hrs | 4 | \$ 332.00 |
| Travel Expenses | 100.00 | ea. | 5 | \$ 500.00 |
| Equipment | 50.00 | ea. | 5 | \$ 250.00 |
| Rental Equipment | | | 0 | \$ 1,000.00 |
| Permits | 609.00 | ea. | 3 | \$ 1,827.00 |
| Surveyor | 1.15 | ea. | \$ 2,000.00 | \$ 2,300.00 |
| Utility Clearance | 0.00 | ea. | \$ 525.00 | \$ - |
| Drilling Contractor | 1.15 | ea. | \$ 7,100.00 | \$ 8,165.00 |
| IDW | 1.15 | ea. | \$ 1,140.00 | \$ 1,311.00 |
| Laboratory Analysis | 1.15 | ea. | \$ 350.00 | \$ 402.50 |
| Task 3 Total | | | | \$ 38,600.00 |

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 4 – Assisting Terminal One Development Inc prepare Site documents | | | | |
|--|-----------|------|---------------|----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 56 | \$ 14,728.00 |
| Senior Associate | 210.00 | hrs | 0 | \$ - |
| Senior 2 Engineer | 204.00 | hrs | 0 | \$ - |
| Tech 3 Professional | 160.00 | hrs | 0 | \$ - |
| Tech 1 Professional | 127.00 | hrs | 0 | \$ - |
| CAD/Graphics Designer | 100.00 | hrs | 4 | \$ 400.00 |
| Project Assistant | 83.00 | hrs | 3 | \$ 249.00 |
| Travel Expenses | 1000.00 | ea. | | \$ - |
| Task 4 Total | | | | \$ 15,400.00 |
| Task 5 – Other work required by the Water Board | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Contingent amount | 10% | % | \$ 132,300.00 | \$ 13,230.00 |
| Task 5 Total | | | | \$ 13,300.00 |
| TOTAL | | | | \$ 145,600.00 |

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

February 15, 2017

(Insert original contract commencement date)

and it terminates

December 31, 2019

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **154,650.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **505,550.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated March 20, 2018, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scope at the rates listed therein.

Contract Amendment between the City of Richmond and
AMEC Foster Wheeler Environment & Infra., Inc.

Amendment No.

3

P.O./Contract No.

/ 3753

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated March 20, 2018, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

Contract Amendment between the City of Richmond and
AMEC Foster Wheeler Environment & Infra., Inc.

Amendment No.

3

P.O./Contract No.

/ 3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 11, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 145,600.00 for a payment limit not to exceed \$ 505,550.00.
- Term Amendment (insert new termination date): December 31, 2019
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

**City of Richmond - Insurance Requirements - Type 2:
Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

| Required Coverage | Minimum Limits |
|---|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability (primary and excess limits combined) | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

**City of Richmond - Insurance Requirements - Type 2:
Professional Services**

| | | |
|--|---|-----------------------|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$1 million | \$1 million p/o |
| | \$1 million - \$5 million | \$2 million p/o |
| | Over \$5 million | \$5 million p/o |

| Required Policy Conditions | |
|---|--|
| Additional Insured Endorsement | <p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p> |
| Primary and Noncontributory | <p>The contractor’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p> |
| Waiver of Subrogation Endorsement Form | <p>Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers’ Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p> |
| Deductibles and Self-Insured Retentions | <p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p> |
| A. M. Best Rating | <p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p> |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage’s and cover those insured in the underlying policies.

| |
|---|
| <p style="text-align: center;">City of Richmond - Insurance Requirements - Type 2: Professional Services</p> |
|---|

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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 have ADDITIONAL INSURED provisions or 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 Construction Risk Partners a JLT Group Company Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: Lauren Bowman PHONE (A/C, No, Ext): 908-566-1010 E-MAIL ADDRESS: amecfw@constructionriskpartners.com | FAX (A/C, No): 908-566-1020 |
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 180 Grand Avenue, 11th Floor Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: ACE AMER INS CO | 22667 |
| | | INSURER B: ZURICH AMER INS CO | 16535 |
| | | INSURER C: AMERICAN ZURICH INS CO | 40142 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 49687946

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | HDO G27851162 | 05/01/17 | 05/01/18 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000 | | | BAP 9483148-06 | 05/01/17 | 05/01/18 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC 3504866-16 WC 3867133-10 | 05/01/17 05/01/17 | 05/01/18 05/01/18 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: City of Richmond

Project Start Date: Jan-30-2017 - Project Completion Date: Jan-30-2018

The City of Richmond is an additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**City of Richmond

450 Civic Center Plaza

Richmond, CA 94804

USA

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

William R. Harrison

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COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| All parties where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/17 Policy No. WC 3504866-16 Endorsement No.

Insured AMEC USA HOLDINGS, INC. Premium \$

Insurance Company American Zurich Insurance Company Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

| |
|------------------------------------|
| Named Insured: |
| Endorsement Effective Date: |

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| BAP 9483148-06 | 05/01/17 | 05/01/18 | 05/01/17 | | N/A | N/A |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMEC USA HOLDINGS, INC.

Address (including ZIP code): 1979 Lakeside Pkwy, Tucker, GA 30084-5935

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|---|--|
| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6841 |
| P.R. No: | Vendor No: 12406 |
| | P.O./Contract No: / 3753 |
| Description of Services: Wood Environment will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order for the Terminal 1 site to align it with the Terminal 1 Residential Project approved by the Council. | |
| Amendment No. 4 modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input checked="" type="checkbox"/> Term, Payment Limit and Service Plan | <input type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Wood Environment & Infrastructure Solutions, Inc.

Company Name:

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2019

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____ other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of \$10,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.


4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.


7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

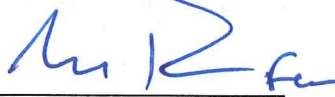
By  _____

Title: VICE MAYOR

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By  _____
City Clerk

Approved as to form:

By  _____
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

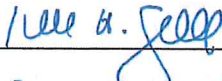
Wood Environment & Infrastructure Solutions, Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By  _____

Title: Region Manager, Vice President

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By:  _____

Title: CHIEF FINANCIAL OFFICER

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

February 1, 2017

(Insert original contract commencement date)

and it terminates

December 31, 2020

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 47,000.00. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 552,550.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated June 27, 2019, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

Contract Amendment between the City of Richmond and
Wood Environment & Infrastructure Solutions, Inc.

Amendment No.

P.O./Contract No.

4

/ 3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 11, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on April 3, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 145,600.00 for a payment limit not to exceed \$ 505,550.00.
- Term Amendment (insert new termination date): December 31, 2019
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 47,000.00 for a payment limit not to exceed \$ 552,550.00.
- Term Amendment (insert new termination date): December 31, 2020
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

| Required Coverage | Minimum Limits |
|--|---|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability <i>(primary and excess limits combined)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

| |
|---|
| <h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2> |
|---|

| | | |
|--|--|-----------------------|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$1 million | \$1 million p/o |
| | \$1 million - \$5 million | \$2 million p/o |
| | Over \$5 million | \$5 million p/o |

| Required Policy Conditions | |
|---|--|
| Additional Insured Endorsement | Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i> |
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| A. M. Best Rating | A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED JWGUSA Holdings, Inc. Wood Group USA, Inc. and its Subsidiaries and Affiliates 17325 Park Row Houston TX 77084 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: ACE American Insurance Company | | 22667 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570077150294** **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|--|-------------------------|-------------------------|--|-------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | HDOG71570009 | 07/01/2019 | 07/01/2020 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H25300312 | 07/01/2019 | 07/01/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WLR66039262 Work Comp- AOS RWCC66039304 Work Comp- WI | 07/01/2019 | 07/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| A | | | | | 07/01/2019 | 07/01/2020 | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

Certificate No : 570077150294

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

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED AMEC COMPANIES. City of Richmond is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Richmond 450 Civic Center Plaza Richmond CA 94804 USA | 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 <i>Aon Risk Services Southwest, Inc.</i> |





ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Southwest, Inc. | | NAMED INSURED JWGUSA Holdings, Inc. | |
| POLICY NUMBER See Certificate Number: 570077150294 | | | |
| CARRIER See Certificate Number: 570077150294 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insured

Named Insureds:

- JWGUSA Holdings, Inc.
- AGRA Pipeline Professionals, Inc.
- AMEC Construction Management, Inc.
- AMEC E&E, P.C.
- AMEC Engineering and Consulting of Michigan, Inc.
- Amec Foster Wheeler Inc.
- Amec Foster Wheeler USA Corporation
- Amec Foster Wheeler Programs Inc.
- Amec Foster Wheeler Power Systems, Inc.
- Amec Foster Wheeler Constructors, Inc.
- Amec Foster Wheeler Energia, S.L.U.
- Amec Foster Wheeler E&C Services, Inc.
- Amec Foster Wheeler Industrial Power Company, Inc.
- AMEC Massachusetts, Inc.
- Amec Foster Wheeler Martinez Inc.
- Amec Foster Wheeler North America Corp
- Amec Foster Wheeler Ventures, Inc.
- Amec Foster Wheeler Oil and Gas, Inc.
- AMEC USA Holdings, Inc.
- Foster Wheeler Development Corporation
- Foster Wheeler Intercontinental Corporation
- Amec Foster Wheeler Kamtech, Inc.
- MACTEC Engineering and Consulting, P.C.
- QED International LLC
- Rider Hunt International USA, Inc.

- Wood Group USA, Inc.
- Wood Group Alaska, LLC
- Wood Group PSN, Inc.
- Altablue, Inc.
- Cape Software, Inc.
- BMA Solutions, Inc.
- Global Performance, LLC
- John Wood Group PLC
- RWG (Repair & Overhauls) USA, Inc.
- Ingenious, Inc.
- Mustang Process and Industrial
- Mustang International, LP
- C E C Controls Company, Inc.
- Wood Environment & Infrastructure Solutions Inc.

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|--|--|
| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6841 |
| P.R. No: | Vendor No: 12406 |
| | P.O./Contract No: / 3753 |
| Description of Services: AMEC Foster Wheeler will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order for the Terminal 1 site to align it with the Terminal 1 Residential Project approved by the Council. | |
| Amendment No. 3 modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input checked="" type="checkbox"/> Term, Payment Limit and Service Plan | <input type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

AMEC Foster Wheeler Environment & Infra., Inc.

Company Name:

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2018

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____, other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of **\$10,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

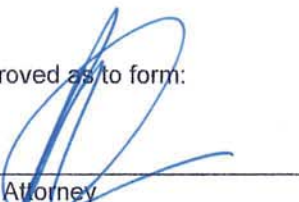
CITY OF RICHMOND, CALIFORNIA
a municipal corporation

By 

Title: Mayor

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By 
City Clerk

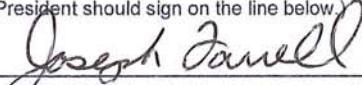
Approved as to form:
By 
City Attorney

- List of Attachments:
1. Amendment Provisions
 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

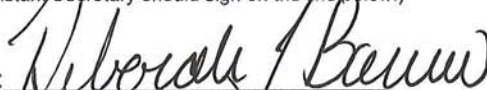
CONTRACTOR:
AMEC Foster Wheeler Environment & Infra., Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By 

Title: Vice President

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By 

Title: Asst. Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.



March 20, 2018

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Subject: Change Order Request for Continuing Work to Address Water Board Requirements
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). The additional scope of work includes:

- Completion of the Water Board process to approve the Amended Remedial Action Plan (RAP) for the Site;
- Sampling and analyses of 26 existing wells, including sampling of the 3 shoreline wells at low, mid- and high tide, and submitting a report to the Water Board describing the work and conclusions;
- Installation and sampling of up to three additional groundwater wells that the Water Board has indicated they may require;
- Assisting Terminal One Development, Inc. prepare a Soil Risk Management Plan and develop institutional controls for the Site development, and;
- Other work required by the Water Board to comply with the Water Board Order No. R2-2004-0045.

SCOPE OF WORK

The scope of work will fall into five tasks:

- Task 1 – Completion of the Water Board process to approve the Amended RAP
- Task 2 – Monitoring of existing groundwater wells,
- Task 3 – Installation and monitoring of up to three additional groundwater monitoring wells
- Task 4 – Assisting Terminal One Development Inc prepare Site documents

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

- Task 5 – Other work required by the Water Board

Task 1: Completion of the Water Board process to approve the Amended RAP

Amec Foster Wheeler has been working with Terminal One Development, Inc and their consultants to prepare and finalize an Amended RAP to address environmental concerns at the Site. We have been discussing the required content of the Amended RAP with Water Board staff and are almost ready to submit the draft document. After the Water Board is satisfied with the document, the Water Board will mail a fact sheet out to the public making the Draft Amended RAP available for public review and comment for a 30-day period. During this period, the Water Board will hold a public meeting where Amec Foster Wheeler will either make a presentation, be available for questions and/or prepare visual aids. The Water Board will collect public comments and we will work with the Water Board to respond to the comments, make changes to the Amended RAP as appropriate, then finalize the Amended RAP, including the response to the public comments as an attachment.

Task 2: Monitoring of existing groundwater wells

The Water Board has asked that the 26 existing groundwater monitoring wells at the Site be sampled and analyzed for petroleum hydrocarbons to determine any changes in the magnitude and distribution of these chemicals at the Site. In addition, the Water Board has requested that the three wells nearest the shoreline be sampled at low, mid- and high tide conditions. Our proposed scope of work includes completing the monitoring program requested by the Water Board, and preparing a report describing the work performed and the results obtained.

Task 3: Installation and monitoring of up to three additional groundwater monitoring wells

During discussions with the Water Board they have indicated they will require up to three additional groundwater monitoring wells be installed near the shoreline of the Site to further evaluate the potential discharge of petroleum hydrocarbons to the Bay. Our proposed scope includes installation of three groundwater monitoring wells, sampling for petroleum hydrocarbons and reporting the results to the Water Board.

Task 4: Assisting Terminal One Development Inc prepare Site documents

We understand that Terminal One Development Inc and their consultants intend to revise the existing Soil Risk Management Plan and develop institutional controls to accommodate the proposed development. We anticipate that we will assist Terminal One in this work.

Task 5: Other work required by the Water Board

Additional work may be requested by the Water Board to comply with the Order. Currently we believe the Water Board will require some form of remedial design documentation that describes the proposed use of Deep-Soil-Mixing spoils to create a barrier to groundwater flow, but we are not sure how the work required to prepare this documentation will be divided between Amec Foster Wheeler and Terminal One Development's consultants. Similarly, we expect that additional groundwater monitoring will be required approximately every 6 months for three years, but we are not sure how many wells will remain after development, how many of

Ms. Lina Velasco
City of Richmond
March 20, 2018
Page 3

the destroyed wells the Water Board will want replaced, and what laboratory analyses will be required. We have therefore included an allowance of 10% of the requested budget in this proposal to cover costs associated with performing some or all of these tasks. The allowance will only be used for these supplemental but currently unknown tasks.

This scope of work will be performed in coordination with work already authorized at the Site, including negotiation with the Water Board and development of appropriate remedial actions in cooperation with Terminal One Development and their consultants.

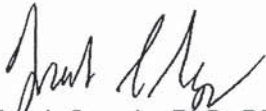
COST ESTIMATE

The estimated cost to perform the work described in Tasks 1 through 5 is \$145,600. The bulk of these costs are required for the additional work that the Water Board has requested (i.e., installation of new monitoring wells and monitoring of existing wells), as well as the extra work that will be required to obtain final approval of the Amended RAP. These costs are broken down by task in the attached Cost Estimate (Table 1).

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

fs/ldu/smm
x:\19000s\190170\0000\co rqst_032018\prop6_city of richmond.docx

Attachment: Table 1 – Cost Estimate

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 1: Completion of the Water Board process to approve the Amended RAP | | | | |
|---|-----------|------|-------------|---------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 97 | \$ 25,511.00 |
| Senior Associate | 210.00 | hrs | 0 | \$ - |
| Senior 2 Engineer | 204.00 | hrs | 20 | \$ 4,080.00 |
| Tech 3 Professional | 160.00 | hrs | 0 | \$ - |
| Tech 1 Professional | 127.00 | hrs | 0 | \$ - |
| CAD/Graphics Designer | 100.00 | hrs | 5 | \$ 500.00 |
| Project Assistant | 83.00 | hrs | 12 | \$ 996.00 |
| Expenses | 1000.00 | ea. | 2 | \$ 2,000.00 |
| Equipment | 78.75 | ea. | | \$ - |
| Permits | | ea. | 0 | \$ - |
| Task 1 Total | | | | \$ 33,100.00 |
| Task 2: Monitoring of existing groundwater wells | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 20 | \$ 5,260.00 |
| Senior Associate | 210.00 | hrs | 2 | \$ 420.00 |
| Senior 2 Engineer | 204.00 | hrs | 36 | \$ 7,344.00 |
| Tech 3 Professional | 160.00 | hrs | 100 | \$ 16,000.00 |
| Tech 1 Professional | 127.00 | hrs | 68 | \$ 8,636.00 |
| CAD/Graphics Designer | 100.00 | hrs | 10 | \$ 1,000.00 |
| Project Assistant | 83.00 | hrs | 4 | \$ 332.00 |
| Travel Expenses | 100.00 | ea. | 7 | \$ 700.00 |
| Equipment | 50.00 | ea. | 6 | \$ 300.00 |
| Rental Equipment | | | 0 | \$ 1,000.00 |
| Permits | 0.00 | ea. | 0 | \$ - |
| Utility Clearance | 736.00 | ea. | \$ - | \$ - |
| IDW | 1.15 | ea. | 450 | \$ 517.50 |
| Laboratory Analysis | 1.15 | ea. | \$ 3,200.00 | \$ 3,680.00 |
| Task 2 Total | | | | \$ 45,200.00 |
| Task 3 – Installation and monitoring of up to three additional groundwater monitoring wells | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 20 | \$ 5,260.00 |
| Senior Associate | 210.00 | hrs | 1 | \$ 210.00 |
| Senior 2 Engineer | 204.00 | hrs | 16 | \$ 3,264.00 |
| Tech 3 Professional | 160.00 | hrs | 78 | \$ 12,480.00 |
| Tech 1 Professional | 127.00 | hrs | 2 | \$ 254.00 |
| CAD/Graphics Designer | 100.00 | hrs | 10 | \$ 1,000.00 |
| Project Assistant | 83.00 | hrs | 4 | \$ 332.00 |
| Travel Expenses | 100.00 | ea. | 5 | \$ 500.00 |
| Equipment | 50.00 | ea. | 5 | \$ 250.00 |
| Rental Equipment | | | 0 | \$ 1,000.00 |
| Permits | 609.00 | ea. | 3 | \$ 1,827.00 |
| Surveyor | 1.15 | ea. | \$ 2,000.00 | \$ 2,300.00 |
| Utility Clearance | 0.00 | ea. | \$ 525.00 | \$ - |
| Drilling Contractor | 1.15 | ea. | \$ 7,100.00 | \$ 8,165.00 |
| IDW | 1.15 | ea. | \$ 1,140.00 | \$ 1,311.00 |
| Laboratory Analysis | 1.15 | ea. | \$ 350.00 | \$ 402.50 |
| Task 3 Total | | | | \$ 38,600.00 |

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 4 – Assisting Terminal One Development Inc prepare Site documents | | | | |
|--|-----------|------|---------------|----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 56 | \$ 14,728.00 |
| Senior Associate | 210.00 | hrs | 0 | \$ - |
| Senior 2 Engineer | 204.00 | hrs | 0 | \$ - |
| Tech 3 Professional | 160.00 | hrs | 0 | \$ - |
| Tech 1 Professional | 127.00 | hrs | 0 | \$ - |
| CAD/Graphics Designer | 100.00 | hrs | 4 | \$ 400.00 |
| Project Assistant | 83.00 | hrs | 3 | \$ 249.00 |
| Travel Expenses | 1000.00 | ea. | | \$ - |
| Task 4 Total | | | | \$ 15,400.00 |
| Task 5 – Other work required by the Water Board | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Contingent amount | 10% | % | \$ 132,300.00 | \$ 13,230.00 |
| Task 5 Total | | | | \$ 13,300.00 |
| TOTAL | | | | \$ 145,600.00 |

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

February 15, 2017

(Insert original contract commencement date)

and it terminates

December 31, 2019

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **154,650.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **505,550.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated March 20, 2018, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scope at the rates listed therein.

Contract Amendment between the City of Richmond and
AMEC Foster Wheeler Environment & Infra., Inc.

Amendment No.

3

P.O./Contract No.

/ 3753

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated March 20, 2018, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

Contract Amendment between the City of Richmond and
AMEC Foster Wheeler Environment & Infra., Inc.

Amendment No.

3

P.O./Contract No.

/ 3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 11, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 145,600.00 for a payment limit not to exceed \$ 505,550.00.
- Term Amendment (insert new termination date): December 31, 2019
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

**City of Richmond - Insurance Requirements - Type 2:
Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

| Required Coverage | Minimum Limits |
|--|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) then contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability <i>(primary and excess limits combined)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

**City of Richmond - Insurance Requirements - Type 2:
Professional Services**

| | | |
|--|---|--------------------------|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | ----- \$0 - \$1 million | ----- \$1 million p/o |
| | ----- \$1 million - \$5 million | ----- \$2 million p/o |
| | ----- Over \$5 million | ----- \$5 million p/o |

| Required Policy Conditions | |
|---|--|
| Additional Insured Endorsement | <p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p> |
| Primary and Noncontributory | <p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p> |
| Waiver of Subrogation Endorsement Form | <p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p> |
| Deductibles and Self-Insured Retentions | <p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p> |
| A. M. Best Rating | <p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p> |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

| |
|---|
| <p style="text-align: center;">City of Richmond - Insurance Requirements - Type 2: Professional Services</p> |
|---|

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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 have ADDITIONAL INSURED provisions or 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 Construction Risk Partners a JLT Group Company Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: Lauren Bowman PHONE (A/C, No, Ext): 908-566-1010 E-MAIL ADDRESS: amecfw@constructionriskpartners.com | FAX (A/C, No): 908-566-1020 |
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 180 Grand Avenue, 11th Floor Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: ACE AMER INS CO | 22667 |
| | | INSURER B: ZURICH AMER INS CO | 16535 |
| | | INSURER C: AMERICAN ZURICH INS CO | 40142 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 49687946

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | HDO G27851162 | 05/01/17 | 05/01/18 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000 | | | BAP 9483148-06 | 05/01/17 | 05/01/18 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 3504866-16 WC 3867133-10 | 05/01/17 05/01/17 | 05/01/18 05/01/18 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: City of Richmond

Project Start Date: Jan-30-2017 - Project Completion Date: Jan-30-2018

The City of Richmond is an additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Richmond 450 Civic Center Plaza Richmond, CA 94804 USA | 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 <i>William R. Harrison</i> |
|---|---|

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**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| All parties where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/17 Policy No. WC 3504866-16 Endorsement No.

Insured AMEC USA HOLDINGS, INC. Premium \$

Insurance Company American Zurich Insurance Company Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured:

Endorsement Effective Date:

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| BAP 9483148-06 | 05/01/17 | 05/01/18 | 05/01/17 | | N/A | N/A |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMEC USA HOLDINGS, INC.

Address (including ZIP code): 1979 Lakeside Pkwy, Tucker, GA 30084-5935

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|--|---|
| Department: Planning & Building Services | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6841 |
| P.R. No: Vendor No: 12406 | P.O./Contract No: / 3753 |
| Description of Services: AMEC Foster Wheeler will be assisting the City in submitting documentation and data to the San Francisco Regional Water Quality Control Board (RWQCB) to modify the existing Clean up Order for the Terminal 1 site to align it with the Terminal 1 Residential Project approved by the Council. | |
| Amendment No. 2 modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input type="checkbox"/> Term, Payment Limit and Service Plan | <input checked="" type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

AMEC Foster Wheeler Environment & Infra., Inc.

Company Name: _____

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113 Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2017

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of **\$10,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

By [Signature]

Title: Mayor

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By [Signature]
City Clerk

Approved as to form:

By [Signature]
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

CONTRACTOR:

AMEC Foster Wheeler Environment & Infra., Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature]

Title: Sr. Vice President Finance

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By [Signature]

Title: Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

May 2, 2017

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804



Subject: Change Order for Additional Groundwater Well Installation and Sampling
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). Our scope of work includes installation and sampling of three new monitoring wells as part of ongoing work to comply with the Water Board Order No. R2-2004-0045.

SCOPE OF WORK

In response to Water Board requests, Amec Foster Wheeler submitted the March 31, 2017 *Amendment to Groundwater Well Installation Work Plan* on behalf of the City of Richmond. The work plan proposed the installation and sampling of three new monitoring wells at the Terminal One site. The Water Board provided concurrence with the work plan in their April 4, 2017 letter. This change order requests funds to complete the work described in the approved work plan, which was not contemplated in our proposal of February 27, 2017.

This scope of work will be performed in coordination with work already authorized at the Site, including the installation of soil vapor probes and the sampling of existing groundwater monitoring wells, to minimize pre-field and field activities.

The work will fall within three existing tasks and one new task:

- Task 2 – Pre-Field Activities
- Task 4 – Soil Vapor and Groundwater Well Sampling
- Task 5 – Reporting
- Task 8 – Groundwater Well Installation

Task 2: Pre-Field Activities for Soil Vapor Investigation

This task includes updating a health and safety plan (HASP) including Activity Hazard Analysis (AHA) for the planned site-specific activities. This task also includes planning, coordinating and contracting with subcontractors (geophysical, drilling, analytical laboratory) prior to

Amec Foster Wheeler Environment & Infrastructure, Inc.
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Oakland, California 94612-3066
USA
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Fax (510) 663-4141
amecfw.com

commencement of the field activities, marking boring locations at the site and calling Underground Service Alert (811) as required by law. Underground Service Alert will be contacted at least 48 hours prior to beginning drilling activities and a private utility locator subcontractor will be used to scan the locations for subsurface utilities. Drilling permits are required to be obtained from the Contra Costa County Health Services Divisions for each of the three new wells.

Task 4: Soil Vapor Well and Groundwater Sampling

We have assumed that new groundwater wells will be sampled during the same mobilization as the previously planned soil vapor and groundwater sampling activities.

Groundwater Well Sampling

The groundwater wells will be sampled using low-flow sampling procedures based on the following guidance: the U.S. EPA groundwater issue paper titled *Low-Flow (Minimal Drawdown), Ground-Water Sampling Procedures* (Puls and Barcelona, 1996); ASTM International Standard D6771-02; and research-validated best practices (Yeskis and Zavala, 2002; Barcelona et al., 2005; Nielsen and Nielsen, 2006). The samples will be analyzed for the following:

- EPA Method 8260B for volatile organic compounds.
- EPA Method 8015B for total extractable petroleum hydrocarbons (TEPH) reported as diesel-range organics and motor-oil-range organics.

All sampling equipment will be cleaned between sample and collection events. Quality assurance samples (duplicates and blanks) will be collected according to the existing groundwater monitoring program.

Purged groundwater will be stored in drums onsite pending laboratory analysis for disposal. A total of two sampling events will be performed at the site to coincide with the seasonal changes: one during the wet season and one during the dry season. This cost estimate accounts for the incremental increase resulting from the three new wells to be sampled twice.

Task 5: Reporting

Groundwater Well Sampling

After receipt of the analytical data, Amec Foster Wheeler will prepare a summary letter report that presents the results of the groundwater well sampling and compares the data to regulatory levels. Results from sampling the three additional wells described in the work plan will be included in the report developed for sampling the remaining wells at the site. The report will provide a site map, a data summary table and an appendix of the laboratory analytical reports. A second report will be prepared after the second sampling event that presents the sampling results.

Groundwater Well Installation

The report will include a description of the well installation and development activities. The well boring and installation logs, and the well development records will be included as appendices.

Ms. Lina Velasco
City of Richmond
May 2, 2017
Page 3

Task 8: Groundwater Monitoring Well Installation

Three new groundwater monitoring wells will be installed under permit from the Contra Costa County Health Services Divisions, consistent with the previously approved method for installing 2-inch monitoring wells within a 4.5-inch diameter borehole. The work will be performed by a California licensed C-57 contractor under Amec Foster Wheeler oversight. The boreholes for each monitoring well will be drilled using a hand auger to 5 feet below the ground surface (bgs), and then to the total depth using direct push technology. Observed soil conditions and final well construction details will be recorded on a well boring log. Each well will be secured at the surface with a traffic-rated well box. Excavated soil will be stored in drums onsite pending laboratory analysis for disposal.

All the waste generated from the site will be profiled prior to disposal. This cost estimate assumes the soil cuttings will be disposed as non-hazardous.

COST ESTIMATE

Based on the work described herein, the cost to complete these additional activities related to the installation and sampling of new monitoring wells is \$21,700. Cost details are shown in the attached Cost Estimates (Table 1). Written approval by the City's project manager is required prior to expenditures exceeding \$21,700.

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

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Attachment: Table 1 – Cost Estimate

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Task 2: Pre-Field Activities | | | | |
|--|------------------|-------------|-----------------|-----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 2 | \$ 526.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| Tech 3 Professional | 160.00 | hrs | 5 | \$ 800.00 |
| CAD/Graphics Designer | 100.00 | hrs | 2 | \$ 200.00 |
| Permits | 609.00 | ea. | 3 | \$ 1,827.00 |
| Task 2 Total | | | | \$ 5,000.00 |
| Task 4: Soil Vapor and Groundwater Well Sampling (2 Events) | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Tech 3 Professional | 160.00 | hrs | 8 | \$ 1,280.00 |
| Travel Expenses | 100.00 | ea. | 2 | \$ 200.00 |
| Equipment | 50.00 | ea. | 2 | \$ 100.00 |
| Laboratory Analysis | 500.25 | ea. | 2 | \$ 1,000.50 |
| Task 4 Total | | | | \$ 2,600.00 |
| Task 5: Reporting | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 0.5 | \$ 131.50 |
| Senior 2 Engineer | 204.00 | hrs | 1 | \$ 204.00 |
| Tech 3 Professional | 160.00 | hrs | 5 | \$ 800.00 |
| Tech 1 Professional | 127.00 | hrs | 2 | \$ 254.00 |
| CAD/Graphics Designer | 100.00 | hrs | 1.5 | \$ 150.00 |
| Project Assistant | 83.00 | hrs | 0.5 | \$ 41.50 |
| Task 5 Total | | | | \$ 1,600.00 |
| Task 8: Groundwater Well Installation | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 1 | \$ 263.00 |
| Senior 2 Engineer | 204.00 | hrs | 2 | \$ 408.00 |
| Tech 3 Professional | 160.00 | hrs | 18 | \$ 2,880.00 |
| Travel Expenses | 100.00 | ea. | 1 | \$ 100.00 |
| Equipment | 200.00 | ea. | 1 | \$ 200.00 |
| Permits | 609.00 | ea. | 3 | \$ 1,827.00 |
| Utility Clearance | 690.00 | ea. | 1 | \$ 690.00 |
| Drilling Contractor | 5,192.25 | ea. | 1 | \$ 5,192.25 |
| Waste Disposal | 172.50 | ea. | 2 | \$ 345.00 |
| Laboratory Analysis | 310.50 | ea. | 1 | \$ 310.50 |
| Surveyor | 276.00 | ea. | 1 | \$ 276.00 |
| Task 8 Total | | | | \$ 12,500.00 |
| TOTAL | | | | \$ 21,700.00 |

June 16, 2017

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804



Subject: Change Order for Additional Soil Vapor Well Installation and Sampling
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). The additional scope of work includes installation and sampling of nineteen additional soil vapor probes as part of ongoing work to comply with the Water Board Order No. R2-2004-0045, unanticipated effort related to site access, and sampling and management of investigation derived waste (IDW) generated during previous monitoring well installation.

SCOPE OF WORK

In response to Water Board requests, Amec Foster Wheeler submitted April 7, 2017 *Soil Vapor Investigation Work Plan* on behalf of the City of Richmond. The work plan proposed the installation and sampling of 22 new soil vapor probes at the Terminal One site. The Water Board response on April 24, 2017 requested several additional soil vapor probes and additional analytical data. The *Revised Soil Vapor Investigation Work Plan*, which Amec Foster Wheeler submitted to the Water Board on behalf of the City of Richmond on April 28, 2017, included 19 additional soil vapor probes that were not contemplated when we prepared our initial budget estimate for the work.

This change order requests funds for the additional work required to plan, install, sample, analyze, report on and destroy the 19 additional wells required by the Water Board. The soil vapor wells will be sampled twice.

This scope of work will be performed in coordination with work already authorized at the Site, including the installation of soil vapor probes and the sampling of already scoped soil vapor probes, to minimize pre-field and field activities.

The work will fall within six existing tasks:

- Task 1 – Work Plan and Correspondences
- Task 2 – Pre-Field Activities

Amec Foster Wheeler Environment & Infrastructure, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amecfw.com

Task 3 – Soil Vapor Probe installation

Task 4 – Soil Vapor and Groundwater Well Sampling

Task 5 – Reporting

Task 6 – Soil Vapor Probe Destruction

Task 1: Work Plan and Correspondence

This task includes the update of the soil vapor work plan in order to meet additional requirements outlined by the Water Board, and also client communication and project management activities related to the revised work plan activities.

Task 2: Pre-Field Activities for Soil Vapor Investigation

This task includes additional planning, coordinating and contracting with subcontractors (geophysical, drilling, analytical laboratory) prior to commencement of the field activities, and marking boring locations at the site. In addition, this task provides labor hours which were required to coordinate and obtain access to the Site and also to the inside of the existing Terminal building.

Task 3: Soil Vapor Probe Installation

This task includes additional budget for the installation of 19 soil vapor probes not included in previous task authorizations. Additionally, budget is requested under this task for Amec Foster Wheeler to manage drums of IDW which were generated during monitoring well installation performed recently by R.T. Hicks Consultants. There are an estimated 20 drums located across the Site, containing soil cuttings and development and purge water. Amec Foster Wheeler will conduct an inventory of these drums, perform drum sampling as needed to profile the drums for disposal, and coordinate the off haul as part of drum removal already planned for drums generated in connection with work performed by Amec Foster Wheeler.

Task 4: Soil Vapor Well and Groundwater Sampling

This task includes additional budget to sample the 19 newly proposed soil vapor probes during two sampling events.

Task 5: Reporting

This task includes budget for the management and analysis of data collected from the additional soil vapor probes, as well as presentation of the additional data on tables and figures, and discussion of the sampling and results in the report already planned at the conclusion of each of two sampling events.

Task 6: Soil Vapor Probe Destruction

Consistent with the previous change order proposing to install the initial 22 soil vapor probes, this change order for the 19 additional soil vapor probes also includes budget for the eventual destruction of these probes.

Ms. Lina Velasco
City of Richmond
June 16, 2017
Page 3

COST ESTIMATE

Based on the work described herein, the cost to install these additional soil vapor probes, manage site access and IDW from a previous investigation effort, and to supplement the sampling, analysis and reporting of additional data from two sampling events is \$86,300. Cost details are shown in the attached Cost Estimates (Table 1). Written approval by the City's project manager is required prior to expenditures exceeding \$86,300.

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

We are delighted to be helping the City of Richmond realize the potential of the Terminal One site. We look forward to working with you and the potential site developer and their team to move this work forward in an expeditious manner.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Frank Szerdy, PhD, PE
Principal Engineer
Direct Tel.: 510-663-4113
E-mail: frank.szerdy@amecfw.com

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Attachment: Table 1 – Cost Estimate

cc: Alan Wolken, City of Richmond

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Phase 01 - Work Plan and Correspondences | | | | |
|---|------------------|-------------|-----------------|-----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 16 | \$ 4,208.00 |
| Senior Associate | 210.00 | hrs | 2 | \$ 420.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| CAD/Graphics Designer | 100.00 | hrs | 3 | \$ 300.00 |
| Project Assistant | 83.00 | hrs | 2 | \$ 166.00 |
| Task 2 Total | | | | \$ 6,800.00 |
| Phase 02 - PreField | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 2 | \$ 526.00 |
| Senior Associate | 210.00 | hrs | 2 | \$ 420.00 |
| Senior 2 Engineer | 204.00 | hrs | 12 | \$ 2,448.00 |
| Tech 3 Professional | 160.00 | hrs | 16 | \$ 2,560.00 |
| Utility Clearance | 1.15 | ea. | \$ 300.00 | \$ 345.00 |
| Task 2 Total | | | | \$ 6,300.00 |
| Phase 03 - Well Installation | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Senior 2 Engineer | 204.00 | hrs | 2 | \$ 408.00 |
| Tech 3 Professional | 160.00 | hrs | 30 | \$ 4,800.00 |
| Travel Expenses | 100.00 | ea. | 3 | \$ 300.00 |
| Drilling Contractor | 1.15 | ea. | \$ 6,000.00 | \$ 6,900.00 |
| Laboratory Analysis | 1.15 | ea. | \$ 4,350.00 | \$ 5,002.50 |
| IDW | 1.15 | ea. | \$ 3,300.00 | \$ 3,795.00 |
| Task 4 Total | | | | \$ 21,300.00 |
| Phase 04 - Sampling | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Senior Associate | 210.00 | hrs | 8 | \$ 1,680.00 |
| Tech 3 Professional | 160.00 | hrs | 64 | \$ 10,240.00 |
| Travel Expenses | 100.00 | ea. | 2 | \$ 200.00 |
| Equipment | 50.00 | ea. | 2 | \$ 100.00 |
| Laboratory Analysis | 1.15 | ea. | \$ 10,000.00 | \$ 11,500.00 |
| Task 4 Total | | | | \$ 23,800.00 |
| Phase 05 - Reporting | | | | |
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Principal Engineer | 263.00 | hrs | 6 | \$ 1,578.00 |
| Senior 2 Engineer | 204.00 | hrs | 20 | \$ 4,080.00 |
| Tech 3 Professional | 160.00 | hrs | 24 | \$ 3,840.00 |
| CAD/Graphics Designer | 100.00 | hrs | 10 | \$ 1,000.00 |
| Project Assistant | 83.00 | hrs | 2 | \$ 166.00 |
| Task 5 Total | | | | \$ 11,800.00 |

TABLE 1
COST ESTIMATE
Terminal 1
Richmond, California

| Phase 06 - Soil Vapor Probe Destruction | | | | |
|--|------------------|-------------|-----------------|-----------------------|
| | Rate (\$) | Unit | Quantity | Estimated Cost |
| Senior Associate | 210.00 | hrs | 1 | \$ 210.00 |
| Senior 2 Engineer | 204.00 | hrs | 8 | \$ 1,632.00 |
| Tech 3 Professional | 160.00 | hrs | 34 | \$ 5,440.00 |
| Travel Expenses | 100.00 | ea. | 2 | \$ 200.00 |
| Equipment | 50.00 | ea. | 2 | \$ 100.00 |
| Drilling Contractor | 1.15 | ea. | \$ 7,500.00 | \$ 8,625.00 |
| Task 6 Total | | | | \$ 16,300.00 |
| TOTAL | | | | \$ 86,300.00 |

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by **\$154,950.00**. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$ 359,950.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated May 2, 2017 and June 16, 2017, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

As further described in the attached scopes, a written authorization by the City Project Manager is required for any expenditures above \$21,700 for the May 2, 2017 scope and \$86,300 for the June 16, 2017 scope.

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated May 2, 2017 and June 16, 2017, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

As further described in the attached scopes, a written authorization by the City Project Manager is required for any expenditures above \$21,700 for the May 2, 2017 scope and \$86,300 for the June 16, 2017 scope.

Contract Amendment between the City of Richmond and
AMEC Foster Wheeler Environment & Infra., Inc.

Amendment No.

P.O./Contract No.

2

/ 3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

| Required Coverage | Minimum Limits |
|--|---|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability <i>(primary and excess limits combined)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

| |
|---|
| <h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2> |
|---|

| | | |
|--|---|-----------------------|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$1 million | \$1 million p/o |
| | \$1 million - \$5 million | \$2 million p/o |
| | Over \$5 million | \$5 million p/o |

| Required Policy Conditions | |
|---|--|
| Additional Insured Endorsement | Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i> |
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| A. M. Best Rating | A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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 have ADDITIONAL INSURED provisions or 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 Construction Risk Partners a JLT Group Company Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: Lauren Bowman PHONE (A/C No. Ext): 908-566-1010 E-MAIL ADDRESS: amecfw@constructionriskpartners.com | FAX (A/C No): 908-566-1020 |
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 180 Grand Avenue, 11th Floor Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: ACE AMER INS CO | NAIC # 22667 |
| | | INSURER B: ZURICH AMER INS CO | 16535 |
| | | INSURER C: AMERICAN ZURICH INS CO | 40142 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 49687946

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|--------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | HDO G27851162 | 05/01/17 | 05/01/18 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000 | | | BAP 9483148-06 | 05/01/17 | 05/01/18 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | WC 3504866-16 WC 3867133-10 | 05/01/17 05/01/17 | 05/01/18 05/01/18 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: City of Richmond

Project Start Date: Jan-30-2017 - Project Completion Date: Jan-30-2018

The City of Richmond is an additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Richmond 450 Civic Center Plaza Richmond, CA 94804 USA | 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 <i>William R. Harrison</i> |
|---|---|

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ACORD 25 (2016/03)

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Sklein
49687946

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| All parties where required by Insured Contract executed prior to a loss | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Person Or Organization:</p> <p>Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/17 Policy No. WC 3504866-16 Endorsement No.

Insured AMEC USA HOLDINGS, INC. Premium \$

Insurance Company American Zurich Insurance Company Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

| |
|--|
| <p>Named Insured:</p> <p>Endorsement Effective Date:</p> |
|--|

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| BAP 9483148-06 | 05/01/17 | 05/01/18 | 05/01/17 | | N/A | N/A |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMEC USA HOLDINGS, INC.

Address (including ZIP code): 1979 Lakeside Pkwy, Tucker, GA 30084-5935

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

**CITY OF RICHMOND
CONTRACT AMENDMENT**

| | |
|---|--|
| Department: Community Development | Project Manager: Lina Velasco |
| Project Manager E-mail: lina_velasco@ci.richmond.ca.us | Project Manager Phone No: (510) 620-6706 |
| P.R. No: | Vendor No: 12406 |
| | P.O./Contract No: / 3753 |
| Description of Services: Wood Environment will continue to assist the City with completion of the remedial design documentation and data needed to be submitted to the San Francisco Bay Regional Water Quality Control Board (RWQCB), in compliance with the clean-up Order on the Terminal One site. | |
| Amendment No. <u>5</u> modifies the: (2nd or subsequent amendments attach Amendment History page) | |
| <input checked="" type="checkbox"/> Term, Payment Limit and Service Plan | <input type="checkbox"/> Payment Limit and Service Plan |
| <input type="checkbox"/> Term and Service Plan | <input type="checkbox"/> Service Plan |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Wood Environment & Infrastructure Solutions, Inc.

Company Name: _____

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2020

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____ other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of **\$10,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

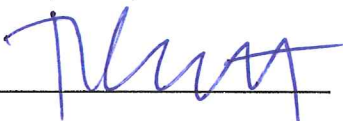
4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

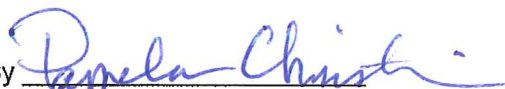
7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation


By 

Title:

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By 
City Clerk

Approved as to form:

By 
City Attorney

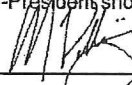
List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07


CONTRACTOR:
Opticos Design, Inc.

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By 

Title: Principal and Vice President

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By 

Title: C.F.O. and Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

February 1, 2017

(Insert original contract commencement date)

and it terminates

December 31, 2022

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 200,000.00. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 752,550.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See attached scope of work/services dated June 18, 2020, which are incorporated herein by this reference. Contractor shall provide all services and complete all tasks described in those attached scopes at the rates listed therein.

Contract Amendment between the City of Richmond and
Wood Environment & Infrastructure Solutions, Inc.

Amendment No.

P.O./Contract No.

5

/ 3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 11, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on April 3, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 145,600.00 for a payment limit not to exceed \$ 505,550.
- Term Amendment (insert new termination date): December 31, 2019
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 17, 2019 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 47,000.00 for a payment limit not to exceed \$ 552,550.00.
- Term Amendment (insert new termination date): December 31, 2020
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 200,000.00 for a payment limit not to exceed \$ 752,550.00.
- Term Amendment (insert new termination date): December 31, 2022
- Service Plan



Wood Environment & Infrastructure Solutions, Inc.
180 Grand Avenue, Suite 1100
Oakland, California 94612-3066
USA

T: (510) 663-4100
F: (510) 663-4141

www.woodplc.com

June 18, 2020

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Subject: Change Order Request for Revision and Resubmittal of Remedial Design Document and Three Quarters of Groundwater Monitoring
Terminal 1 Site
Richmond, Contra Costa County, California

Dear Ms. Velasco:

Wood Environment & Infrastructure, Inc. (Wood) is submitting this change order for environmental consulting work at the Terminal 1 Site located in Richmond, California. This change order requests additional funds for contract number 3753, issued to Amec Foster Wheeler and executed on February 15, 2017, to implement additional environmental work required by the Regional Water Quality Control Board (Water Board). The additional scope of work includes revising the Remedial Design Report in response to Water Board comments and three quarters of groundwater monitoring at the site as part of ongoing work to comply with the Water Board Order No. R2-2004-0045.

We have completed the scope of work described in our June 27, 2019 Change Order Request, including completion and submittal of the *Remedial Design Report* (RD Report) in October, 2019. Our budget is now exhausted, and we request additional funds to complete the work required by the Water Board.

SCOPE OF WORK

The RD Report must be revised and resubmitted to the Water Board in response to their comments and concerns. Based on correspondence with the Water Board, we propose the following scope of work to address their comments:

1. Hire a third party, independent, California-registered professional engineer to review and, if appropriate, certify the Slurry Wall Design Drawings and Specifications contained in Appendix D of the RD report.

We propose engaging Mr. Derek Morely, PE and Mr. Bruce Marvin, PE of Geosyntec to complete the independent review. In his 30 years of engineering consulting experience, Mr.



Morely worked for 7 years at the Army Corps of Engineers Sacramento District as the Geosciences Branch Chief overseeing the construction of many miles of slurry wall along the levees of the Sacramento River system, and is uniquely qualified to review the slurry wall design. He will be assisted by Mr. Marvin in assessing the geochemical compatibility aspects of the slurry wall design. Mr. Marvin has over 28 years of engineering consulting experience in soil and groundwater remediation. Geosyntec's proposal for this work, including resumes for Mr. Morely and Mr. Marvin, are attached to the Change Order Request.

2. Revise the RD Report to increase the overall size of the remedial excavations for petroleum hydrocarbon oxidation products (HOPS) to remove areas where free product was observed in borings. Heavily contaminated soil will be segregated and treated on site to meet regulatory standards; if these standards cannot be achieved, the soil will be hauled off and disposed in accordance with state and federal regulations.
3. Revise the Indoor Air Sampling and Analysis Plan (IASAP) to address the Water Board's comments, as detailed in their May 1, 2020 email.
4. Complete three quarters of groundwater monitoring at the site in accordance with the revised scope of monitoring activities agreed with the Water Board.

The work will be managed under two tasks:

- Task 4 – Groundwater Well Sampling
- Task 9 – RD Report

Task 4: Groundwater Well Sampling

In response to Water Board requests, Wood submitted the February 6, 2019 Work Plan for Groundwater Monitoring on behalf of the City of Richmond. The work plan proposed monitoring and sampling 17 of the existing groundwater monitoring wells at the Terminal One site for total extractable petroleum hydrocarbons without silica gel cleanup (i.e., petroleum metabolites). In its approval of the work plan on March 1, 2019, the Water Board also required that water levels be gauged in all 26 groundwater monitoring wells at the Site.

Following additional discussions, the Water Board has tentatively agreed to a reduced monitoring program, including sampling of 8 wells and gauging of 14 wells.

This proposal requests funds for preparing a revised Groundwater Monitoring Work Plan that describes the reduced sampling program, performing three groundwater monitoring events on a quarterly basis (planned for July and October 2020 and February 2021), and preparation of a summary report following each monitoring event.

The work will be completed as 4 subtasks:

- Subtask 1 – Work Plan and Correspondences
- Subtask 2 – Pre-Field Activities



- Subtask 3 – Groundwater Well Sampling
- Subtask 4 – Reporting

Subtask 1: Work Plan and Correspondence

This task includes preparing a revised Groundwater Monitoring Work Plan that describes the reduced groundwater monitoring program, as well as client communication and project management activities related to the work plan and groundwater sampling activities.

Subtask 2: Pre-Field Activities

This task includes additional planning, coordinating and contracting with subcontractors (analytical laboratory) prior to commencement of the field activities.

Subtask 3: Groundwater Sampling

This task includes field activities to gauge 14 monitoring wells, sample 8 groundwater monitoring wells, and submit samples to a California-certified laboratory for analysis by EPA Method 8015B without silica gel cleanup.

Subtask 4: Reporting

This task includes budget for the management and analysis of data collected from the 8 monitoring wells, as well as presentation of the data on tables and figures, and discussion of the sampling and results in a brief report that will be submitted to the Water Board.

Task 9: RD Report

This task includes the third party, independent review of the slurry wall design and revision and resubmittal of the RD Report in response to the Water Board's March 3, 2020 letter and May 5, 2020 email presenting their comments on the RD Report. Revisions to the RD Report will include:

1. Revisions to the slurry wall design recommended by the third party, independent review.
Please note, the review may recommend additional field and/or laboratory testing, and the budget for this testing is not included in this change order request. If additional testing is required, the additional budget will be requested in a separate change order request.
2. Revision of the field QA/QC procedures for slurry wall installation and soil management activities to include provision of a shared website where QA/QC documents will be uploaded.
3. Adjust the area and depth of the remedial excavation to remove additional petroleum hydrocarbon contamination, and include the provision that, if cleanup goals cannot be met by ex-situ treatment ('land-farming'), soil will be off hauled.
4. Revise the Indoor Air Sampling and Analysis Plan to address the Water Board comments in the May 5, 2020 email.



Ms. Lina Velasco
City of Richmond
June 18, 2020
Page 4

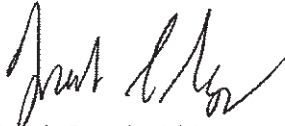
COST ESTIMATE

The cost to complete the work described in this proposal is \$117,900, broken down by task as follows:

| | |
|---|------------------|
| Three quarters of groundwater sampling | \$52,900 |
| Third party, independent review of slurry wall design | \$26,000 |
| Revision and resubmittal of RD Report | \$39,000 |
| Total | \$117,900 |

We understand the City will issue an amendment to our existing contract with the City for the work contemplated in this proposal.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.



Frank Szerdy, PhD, PE

Principal Engineer

Direct Tel.: 510-663-4113

E-mail: frank.szerdy@woodplc.com

fs/smm

[https://woodplc.sharepoint.com/teams/bayarea/shared documents/temp projects drive/2020 props/city of richmond/co_061720/proposal 9_city of richmond.docx](https://woodplc.sharepoint.com/teams/bayarea/shared%20documents/temp%20projects%20drive/2020%20props/city%20of%20richmond/co_061720/proposal%209_city%20of%20richmond.docx)

Attachment: Geosyntec proposal dated 17 June 2020

cc: Alan Wolken, City of Richmond



17 June 2020

Frank Szerdy, PhD, PE
Principal Engineer, Wood PLC
180 Grand Avenue, 11th Floor
Oakland CA 94612
E-mail: frank.szerdy@woodplc.com

**Subject: Proposed Scope of Work
Third Party Review of Remedial Design
Terminal One Project
Point Richmond, California**

Dear Dr. Szerdy,

Geosyntec Consultants, Inc. (Geosyntec) appreciates the opportunity to provide third-party review services for the planned remedial design for the Terminal One project. Geosyntec prepared this proposal to provide third-party review services specifically of the Slurry Wall Design Drawings and Specifications that have been prepared for the Terminal One project by Wood PLC.

Our proposed third-party review scope is intended to address concerns of the Regional Water Quality Control Board (RWQCB), which we understand requested a “review and, if appropriate, certification of the Appendix D, Slurry Wall Design Drawings and Specifications by a third-party, independent, California-registered professional engineer.” We understand that the third-party review is intended to assess the general reasonableness of the design.

Our proposed scope of work includes the following primary tasks:

1. Perform a review of the relevant data, analysis, and design/specifications documents associated with slurry wall design, focusing on the overall approach, assumptions, and design elements;
2. Prepare a draft third-party review memorandum presenting our findings and recommendations;
3. Attend a teleconference with the key parties (anticipated to be representatives from RWQCB, City of Richmond, the developer of the Terminal One project, and Wood PLC) to present and discuss the findings of the draft third-party review letter;

4. Prepare a final third-party review letter stamped by a California registered professional engineer.

This proposed scope of work was developed based on our limited understanding of the project based on recent discussions with Wood PLC personnel. Thus far, Geosyntec has not reviewed the technical report which is the subject of the review and, therefore, the scope and budget may need to be revised based on the contents of the actual report or discussion/guidance from the project team. Please note that at this point Geosyntec's review will not include performing independent analyses.

ESTIMATED COST

For the work described in this proposal, Geosyntec estimates a not-to-exceed budget of **\$20,000**. Geosyntec will perform the scope of work described in this proposal and will invoice on a time and materials (T&M) basis in accordance with the rate schedule attached to this proposal. Geosyntec will not exceed this budget without your prior written approval.

ESTIMATED SCHEDULE

Geosyntec is ready to start working on this project immediately upon the formal approval of this proposal. We assume that the project team will provide all relevant documents and background information in a timely manner as needed for review or as requested by Geosyntec. The schedule for our work will ultimately depend on the availability and volume of the review materials. Nevertheless, we anticipate completing the review and submitting the draft letter within 3 weeks of authorization of this proposal and notice to proceed.

LIMITATION OF LIABILITY

Geosyntec's total liability for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$50,000, or the total amount of the fees for its services, whichever is greater.

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

| Required Coverage | Minimum Limits |
|--|---|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability <i>(primary and excess limits combined)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

| |
|---|
| <h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2> |
|---|

| | | |
|--|---|-----------------------|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$1 million | \$1 million p/o |
| | \$1 million - \$5 million | \$2 million p/o |
| | Over \$5 million | \$5 million p/o |

| Required Policy Conditions | |
|---|--|
| Additional Insured Endorsement | Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i> |
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| A. M. Best Rating | A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED JWGUSA Holdings, Inc. Wood Group USA, Inc. and its Subsidiaries and Affiliates 17325 Park Row Houston TX 77084 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: ACE American Insurance Company | | 22667 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER: 570077150294** **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | HDOG71570009 | 07/01/2019 | 07/01/2020 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H25300312 | 07/01/2019 | 07/01/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WLRC66039262 Work Comp- AOS RWCC66039304 Work Comp- WI | 07/01/2019 | 07/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| A | | | | | 07/01/2019 | 07/01/2020 | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

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

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED AMEC COMPANIES. City of Richmond is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of Richmond 450 Civic Center Plaza Richmond CA 94804 USA | 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 <i>Aon Risk Services Southwest, Inc.</i> |
|---|---|

Holder Identifier :

Certificate No : 570077150294





ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Southwest, Inc. | | NAMED INSURED JWGUSA Holdings, Inc. | |
| POLICY NUMBER See Certificate Number: 570077150294 | | | |
| CARRIER See Certificate Number: 570077150294 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insured

Named Insureds:

- JWGUSA Holdings, Inc.
- AGRA Pipeline Professionals, Inc.
- AMEC Construction Management, Inc.
- AMEC E&E, P.C.
- AMEC Engineering and Consulting of Michigan, Inc.
- Amec Foster Wheeler Inc.
- Amec Foster Wheeler USA Corporation
- Amec Foster Wheeler Programs Inc.
- Amec Foster Wheeler Power Systems, Inc.
- Amec Foster Wheeler Constructors, Inc.
- Amec Foster Wheeler Energia, S.L.U.
- Amec Foster Wheeler E&C Services, Inc.
- Amec Foster Wheeler Industrial Power Company, Inc.
- AMEC Massachusetts, Inc.
- Amec Foster Wheeler Martinez Inc.
- Amec Foster Wheeler North America Corp
- Amec Foster Wheeler Ventures, Inc.
- Amec Foster Wheeler Oil and Gas, Inc.
- AMEC USA Holdings, Inc.
- Foster Wheeler Development Corporation
- Foster Wheeler Intercontinental Corporation
- Amec Foster Wheeler Kamtech, Inc.
- MACTEC Engineering and Consulting, P.C.
- QED International LLC
- Rider Hunt International USA, Inc.

- Wood Group USA, Inc.
- Wood Group Alaska, LLC
- Wood Group PSN, Inc.
- Altablue, Inc.
- Cape Software, Inc.
- BMA Solutions, Inc.
- Global Performance, LLC
- John Wood Group PLC
- RWG (Repair & Overhauls) USA, Inc.
- Ingenious, Inc.
- Mustang Process and Industrial
- Mustang International, LP
- C E C Controls Company, Inc.
- Wood Environment & Infrastructure Solutions Inc.