

**THIRD AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**Additional Phase II Environmental Site Assessment
and Preparation of a Remedial Action Plan**

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

THIS THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Third Amendment") is made and entered into this _____ day of _____, 2016, by and between the CITY OF RIVERSIDE AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic, hereinafter referred to as "SUCCESSOR AGENCY," and AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC., a Nevada corporation, formerly known as AMEC ENVIRONMENT & INFRASTRUCTURE, INC., hereinafter referred to as "Consultant," with respect to the following facts:

RECITALS

WHEREAS, on or about June 19, 2012, Successor Agency and Consultant entered into a Professional Consultant Services Agreement for Additional Phase II Environmental Site Assessment and Preparation of a Remedial Action Plan ("Agreement"); and

WHEREAS, on or about December 18, 2012, Successor Agency and Consultant entered into a First Amendment to Professional Consultant Services Agreement to extend the term through December 31, 2013; and

WHEREAS, on or about October 2, 2014, Successor Agency and Consultant entered into a Second Amendment to Professional Consultant Services Agreement to add additional services, increase the compensation and extend the term of the agreement until the Remedial Action Plan is approved by the California Regional Water Quality Control Board, Santa Ana Region; and

WHEREAS, effective January 1, 2015, Consultant changed its legal name from Amec Environment & Infrastructure, Inc. to Amec Foster Wheeler Environment & Infrastructure, Inc. and Consultant provided documentation of said name change to the City; and

WHEREAS, Successor Agency is satisfied with the performance of Consultant and desires to amend the Agreement to add additional services to be performed by Consultant, as described herein, to increase the compensation on its Agreement by an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000), and to extend the term of the agreement until the Remedial Action Plan (RAP) is approved by the California Regional Water Quality Control Board, Santa Ana Region and the California Department of Toxic Substances Control.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, Successor Agency and Consultant agree as follows:

1. Section 1 of the Agreement is hereby amended by adding the following services (“Additional Services”) as set forth in Exhibit “A-3” attached hereto and incorporated herein by this reference.

2. Section 2 of the Agreement is hereby amended to extend the term of the Agreement until the RAP is approved by the California Regional Water Quality Control Board, Santa Ana Region and the California Department of Toxic Substances Control.

3. Section 3 of the Agreement is hereby amended by adding the following:

“Consultant shall perform the Additional Services under this Agreement for the total sum not to exceed Three Hundred Fifty Thousand Dollars (\$350,000), payable in accordance with the terms set forth in Exhibit “B-3” attached hereto and incorporated herein by this reference.”

4. All terms and conditions of the Agreement not inconsistent with this Third Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

(Signatures on Following Page)

IN WITNESS WHEREOF, Successor Agency and Consultant have caused this Third Amendment to Professional Consultant Services Agreement for Additional Phase II Environmental Site Assessment and Preparation of a Remedial Action Plan to be duly executed on the day and year first above written.

CITY OF RIVERSIDE AS
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF
THE CITY OF RIVERSIDE,
a public body, corporate and politic

AMEC FOSTER WHEELER ENVIRONMENT
& INFRASTRUCTURE, INC., a Nevada
Corporation

By: Lee H. Jupp

By: _____
Community Development Deputy Director

Kendall W. Sauer VP Finance
[Printed Name and Title]

Attest:

By: _____
City Clerk, on behalf of the Successor
Agency to the Redevelopment Agency of the
City of Riverside

By: David K. Baxter

DAVID K. BAXTER VP-Contracts
[Printed Name and Title] Asst. Corporate Secretary

APPROVED AS TO FORM:

By: R. M. Jupp
Agency General Counsel

EXHIBIT "A-3"

June 15, 2016
2016IRV009 - rev



Ms. Kaitlyn Nguyen
Development Department
City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522

PROPOSAL FOR ADDITIONAL SAMPLING, ANALYSES, AND REPORTING; ROUGH ORDER OF MAGNITUDE COST ESTIMATE FOR SITE REMEDIAL ACTION; PREPARING A REMEDIAL ACTION PLAN; PREPARING A POST REMEDIATION SAMPLING AND ANALYSES PLAN; AND CONTINGENCY TASKS

Riverside Scrap Iron & Metal Property - Marketplace Brownfields Site
Riverside, California

Dear Ms. Nguyen,

At your request, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is submitting this proposal to the City of Riverside as the Successor Agency to the Redevelopment Agency of the City of Riverside (the Successor Agency) for additional sampling, analyses, and reporting; preparation of a rough order of magnitude (ROM) estimate of costs for completing remedial actions; preparation of a remedial action plan (RAP); preparation of a post remediation sampling and analyses plan (SAP); contingency tasks for additional sampling, analyses, reporting, and consulting services for the Riverside Scrap Iron & Metal Corporation (RSIM) property. The RSIM property is located along Commerce Street between 4th Street and Mission Inn Avenue in the City of Riverside, California (the RSIM site or subject property).

Amec Foster Wheeler understands that the Successor Agency has corresponded with the California Department of Toxic Substances Control (DTSC), Santa Ana Regional Water Quality Control Board (SARWQCB), and US Environmental Protection Agency (EPA) regarding lead agency oversight for the remedial action for the subject property. Based on this correspondence, it is likely that DTSC will replace the SARWQCB as the lead regulatory agency. This cost proposal is written as if DTSC will be the lead agency, but assumes that previous requirements identified by EPA and SARWQCB will also be required by DTSC (for example, remediation of polychlorinated biphenyls [PCBs] to residential standards, characterization and sampling of surficial debris and removal of the debris, sampling of underlying native soil after surficial debris has been removed, and characterization of soils on adjacent off-site properties). Amec Foster Wheeler further understands that there is uncertainty regarding the Successor Agency's responsibility in additional work beyond preparation of the RAP and SAP. The Successor Agency does not believe it is responsible for any work off site and therefore, the scope and costs for off-site sampling are not included in this proposal. Items that may or may not be required prior to preparation of the RAP are provided as contingency items.

The proposed scope of work includes the following tasks:

- ▶ Task 1: Additional Sampling, Analyses, and Reporting

250 E. Rincon Street
Corona, CA
USA 92879-1363
Tel: (951) 273-7400
amecfw.com

©2016 Amec Foster Wheeler. All
Rights Reserved.

Amec Foster Wheeler Environment & Infrastructure, Inc.
Western Region

Mr. Kaitlyn Nguyen
City of Riverside
June 15, 2016

- ▶ Task 2: Remedial Action ROM Cost Estimate Development
- ▶ Task 3: Remedial Action Plan Preparation
- ▶ Task 4: Post Remediation SAP Preparation
- ▶ Task 5: Meetings and Consultation
- ▶ Task 6: Sampling and Analyses of Surficial Debris (Contingency)
- ▶ Task 7: Sampling and Analyses of Native Soils below Surficial Debris (Contingency)
- ▶ Task 8: Additional Consulting Services (Contingency).

A description of each task is provided below.

Task 1: Additional Sampling, Analyses, and Reporting

This task includes additional sampling, analyses, and reporting activities completed as part of the previously authorized Second A amendment to the Professional Consultant Services Agreement dated October 2, 2014. Additional sampling and analysis was required by the SARWQCB and EPA, and required modifications and resubmittal of the work plan and additional effort in preparing the final report.

The cost for incurred for completion of Task 1 is \$32,000.

Task 2: Remedial Action ROM Cost Estimate Development

The ROM cost estimate for remediation will be based on environmental assessment work completed to date (Ami Adini & Associates, Inc., 2011¹ and Amec Foster Wheeler, 2015²), correspondence with the SARWQCB and EPA, and our experience with remedial actions for similar projects conducted under DTSC oversight. It is our understanding that EPA is requiring the remediation of PCBs in soil to levels acceptable for residential land use. As such, we have assumed that other constituents of concern (COCs) in soil will also need to meet residential land use standards. Therefore, our ROM cost estimate will include remediation of all COCs in on-site soil to levels acceptable for residential use. We will assume that soil vapor and groundwater will not require remediation, but that sampling will be required by DTSC. We anticipate that the ROM cost estimate will include following elements:

- ▶ Preparation of sampling and analysis plans and remedial action and implementation plans. These plans will include proposed approaches and methods for pre-and post-remedial action sampling on site and sampling on adjacent off-site residential properties (for PCBs; as required by EPA and SARWQCB), and sampling groundwater as required by the SARWQCB. Tetrachloroethene (PCE) exceeded residential screening levels in shallow soil gas at one location at the site and therefore, we anticipate that additional soil gas sampling may be required by DTSC.
- ▶ Additional site and waste characterization sampling to support the remedy. This effort includes characterization of surficial debris for disposal, sampling of concrete and specific areas of soil and analysis of these samples for PCBs to characterize the

¹ Ami Adini & Associates, Inc., 2011, Phase II Environmental Site Assessment Report, Marketplace Brownfields Site, Northeast of Commerce Street and Mission Inn Avenue, Riverside, California 92507, May 4.

² Amec Foster Wheeler Environment & Infrastructure Inc., 2015, Additional Phase II Environmental Site Assessment Report, Riverside Scrap Iron & Metals Site, Riverside, California, December 9.

Mr. Kaitlyn Nguyen
City of Riverside
June 15, 2016

concrete and soil for disposal based on PCB concentrations, and collection and analysis of groundwater samples and soil gas as requested by the SARWQCB.

- ▶ Remedial action including; removal of soil, concrete and debris; hot spot soil removals; confirmation sampling; soil backfill; and earthwork.
- ▶ Post remedy documentation, which may include refinement of the risk assessment based on the confirmation sampling results, identification of selected areas that may be set aside for restricted use (e.g., parking lot), and preparation of a remedial action completion report.
- ▶ Our deliverables for this work will consist of the ROM cost estimate in table format, plus a brief memorandum narrative of the scope of work and assumptions used in developing the ROM cost estimate.

The estimated cost to complete Task 2 is \$5,000.

Task 3: Remedial Action Plan Preparation

Based on environmental assessment work completed to date (Ami Adini & Associates, Inc., 2011³ and Amec Foster Wheeler, 2015⁴), we will prepare a RAP for the subject property. The RAP will outline our recommended remedial approach for on-site cleanup, which assumes a presumptive remedy of soil excavation with off-site disposal with EPA default remediation goals for PCBs and metals to levels acceptable for residential use. This task includes preparation of a draft RAP for review by the Successor Agency and RSIM, addressing comments from the Successor Agency and RSIM, and preparation of a final RAP for submittal to DTSC. The RAP will only address the RSIM property and will not include remedial action for any adjacent off-site properties. The task assumes that a stand-alone feasibility study (FS) report will not be required; rather, if required, a focused FS would be prepared as an integral part of the RAP. This task further assumes that no human health risk assessment or other risk evaluation will be required for the RAP, or if required, will be provided by others (such as the consultant to RSIM). In addition, the scope for the RAP does not include public participation tasks (such as an initial studies document or California Environmental Quality Act [CEQA]-related tasks, or other public participation activities that may be required by DTSC), excavation design, or other services not specifically included in this proposal. Finally, this task assumes that a comprehensive evaluation of applicable or relevant and appropriate requirements (ARARs) will not be required and therefore will not be performed for the RAP.

The estimated cost to complete Task 3 is \$35,000.

Task 4: Post Remediation SAP Preparation

A post remediation SAP will likely be required as part of the RAP approval. However, this document may be deferred to the RAP Implementation plan that will be provided by others, and therefore, it is included as a separate task in this proposal. If required as part of the RAP, the SAP will be included as an appendix to the RAP. The SAP will include sampling and analyses plans for post-remediation sampling of soil to confirm that soil has been remediated and, if required, sampling and analyses of soil gas and groundwater. The task also includes preparation of a draft SAP for review by the Successor Agency and RSIM, addressing

³ Ami Adini & Associates, Inc., 2011, Phase II Environmental Site Assessment Report, Marketplace Brownfields Site, Northeast of Commerce Street and Mission Inn Avenue, Riverside, California 92507, May 4.

⁴ Amec Foster Wheeler Environment & Infrastructure Inc., 2015, Additional Phase II Environmental Site Assessment Report, Riverside Scrap Iron & Metals Site, Riverside, California, December 9.

Mr. Kaitlyn Nguyen
City of Riverside
June 15, 2016

comments from the Successor Agency and RSIM, and preparation of a final SAP for submittal to the DTSC.

The estimated cost to complete Task 4 is \$15,000.

Task 5: Meetings and Consultation

Three meetings with DTSC are anticipated and include: (1) a meeting with DTSC, the Successor Agency, and RSIM representatives to familiarize the DTSC with the project and present the proposed scope of the RAP; (2) a meeting with DTSC and the Successor Agency and RSIM representatives to discuss the final RAP submittal and DTSC comments on the RAP, and (3) a meeting with DTSC to present the final RAP that addresses DTSC comments. This task also includes general consultation to address project related tasks requested by the Successor Agency that are beyond the scope identified above. For the general consultation portion of this task, we have assumed 18 hours for the project manager, 4 hours for a senior associate engineer, and 6 hours for a principal geologist or engineer.

The estimated cost to complete Task 5 is \$15,000.

Task 6: Sampling and Analyses of Surficial Debris (Contingency)

Sampling of surficial debris for disposal may be considered operational housekeeping by RSIM rather than site assessment. However, the SARWQCB identified this as a task for completion prior to submittal of the RAP. Therefore, this scope of work is included as a contingency item if needed. The scope for this work includes preparation of a work plan for submittal to the DTSC, collecting up to 15 samples of surficial debris in one day of field work, and analyses of these samples for waste characterization purposes for volatile organic compounds (VOCs) using EPA Method 8260B; total petroleum hydrocarbons (TPH) with carbon chain speciation (TPHcc, carbon chain range of C6 to C44) using EPA Method 8015B; Title 22 metals using EPA Methods 6010B/7471A; and PCBs using EPA Method 8082 after extraction by the Soxhlet extraction method. Selected samples will also be analyzed for soluble metals. Based on previous analytical results showing very low detections of semi-volatile organic compounds (SVOCs), we assume that analyses of SVOCs will not be required for future sampling at the site. A data transmittal will be prepared with the results of analyses for submittal to DTSC and for use by RSIM for disposal of the surficial debris.

Estimated cost to complete Task 6 is \$24,100.

Task 7: Sampling and Analyses of Native Soils below Surficial Debris (Contingency)

The SARWQCB requested sampling of native soils after surficial debris has been removed from the site. Although not yet certain, it may be feasible to combine this additional sampling with confirmation sampling of soil after implementing the RAP. This contingency task is included to conduct additional sampling if necessary. The scope for this work includes preparation of a work plan for submittal to the DTSC and collecting up to 25 samples from native soil to a depth of six inches bgs. The sampling will be conducted with a hand auger and may be completed in two field days. Soil samples will be analyzed for COCs that are the focus of remedial action including Title 22 metals and PCBs using the methods described in Task 6 and for polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270M. A data transmittal will be prepared with the results of analyses for submittal to DTSC.

Estimated cost to complete Task 7 is \$34,200.

Task 8: Additional Consulting Services (Contingency)

A contingency task is included to cover additional effort that may be required to complete the RAP or SAP or to respond to other requirements set forth by DTSC, EPA, and/or SARWQCB or

Mr. Kaitlyn Nguyen
City of Riverside
June 15, 2016

may be requested by the Successor Agency. Examples of potential additional services include preparation of a simplified FS separate from the RAP and/or preparing for and participating in additional meetings with the agencies. Amec Foster Wheeler will notify the Successor Agency prior to activation of this contingency task.

Estimated contingency is \$19,200.

SCHEDULE

Preparation of the ROM cost estimate will begin upon receipt of your authorization to proceed. We anticipate completing the ROM cost estimate within two to three weeks after receiving authorization. Preparation of the RAP and, if needed, the post remediation SAP, will begin upon receiving authorization to proceed; initial work for this task will include scheduling a meeting with DTSC to outline our approach. We anticipate that the draft RAP/SAP will be completed within four weeks after reaching agreement with DTSC on our general approach.

BUDGET

Based on the scope of services described above, the estimated cost to complete is \$179,500. We will provide our services on a time-and-expenses basis in accordance with the discounted Schedule of Charges dated May 27, 2014. We will invoice only for the actual expenses and number of hours expended on the project and will not exceed the estimated budget without your prior authorization.

We appreciate the opportunity to provide the Successor Agency with a proposal for this project. Please call Richard Rees at (951) 273-7400 or Linda Conlan at (949) 642-0245 if you have any questions or if you would like additional information.

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



G. Richard Rees, PG, CHG
Senior Associate Hydrogeologist



Linda Conlan, PG
Principal Geologist

Encl: Current 2016 Rate Schedule (City of Riverside, RSIM, utilizing rates developed on May 27, 2014)

EXHIBIT “B-3”

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.
2016 RATE SCHEDULE (reflecting May 27, 2014, Discounted Rates for City of Riverside)

The hourly labor rates set forth below are valid from January 1, 2016, and are subject to 5% annual escalation thereafter. Client agrees to reimburse Amec Foster Wheeler at one and one half times or two times the associated rate/hour for non-exempt staff when Amec Foster Wheeler is required by statute to pay the associated overtime premium.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications and associated hourly labor rates. For depositions and court appearance, and time spent preparing for same, Client agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications, but at two times the associated hourly labor rates. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Principal	\$270
Senior Associate	\$220
Associate	\$210
Senior 2	\$190
Senior 1	\$170
Technical Professional 3	\$145
Technical Professional 2	\$130
Technical Professional 1	\$118
CADD/GIS	\$100

TECHNICIAN SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by technicians at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Senior Technician	\$95
Field Technician	\$85

ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by project administrative staff at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Administrative Staff	\$65
Project Assistant	\$75

MISCELLANEOUS EXPENSES – 4% of Labor Charges

CLIENT agrees to reimburse Amec Foster Wheeler for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 4% of labor charges.

ESCALATION: CLIENT agrees that hourly labor rates will be escalated 5% annually beginning January 1, 2017

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse Amec Foster Wheeler for all other direct expenses incurred at the following rates, except as otherwise specified by Amec Foster Wheeler in its proposal:

Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses	Cost plus 15%
Subcontract Expenses: Supplies or services furnished to Amec Foster Wheeler in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 15%
Direct Expenses: Other expenses in support of project activities	Cost plus 15%
Unit Pricing: Any unit pricing work, in-house equipment rental, etc. will be quoted separately upon request.	