

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**

**THIS AMENDMENT NO. 2** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Amec Foster Wheeler Environment & Infrastructure, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on February 19, 2014 (hereinafter, "Agreement") to provide a variety of tasks related to the analysis of alternatives, selection of a Preferred Option, preparation of pre-environmental design, environmental review, final engineering, right-of-way acquisition, and permitting to provide a new permanent long-term public water supply (hereinafter, "services") for the San Lucas Water District Public Water Supply Replacement Project (hereinafter, "Project") through September 30, 2016 for an amount not to exceed \$440,000; and

**WHEREAS**, the Agreement expired pursuant to its terms on September 30, 2016; and

**WHEREAS**, the Agreement was renewed and amended by the Parties on November 17, 2016 (hereinafter, "Renewal and Amendment No. 1") to renew the term retroactive to September 30, 2016 for approximately seventeen (17) additional months through February 19, 2018 with no increase in the not to exceed amount; and

**WHEREAS**, Task 1, Review/Update Water Quality Deficiencies in District's Existing Water Supply; Task 2, Feasibility Study/Report; and Task 3, Preliminary Engineering/Project Description, have been completed for the Project; and

**WHEREAS**, due to the August 18, 2016 State Water Resources Control Board (SWRCB) directive to the County to stop work on the selected Intertie Pipeline Alternative, the February 3, 2017 SWRCB directive to the County to prepare and submit a detailed scope and cost proposal for a project-level feasibility study for a treated groundwater project, and the October 16, 2017 SWRCB directive to the County to prepare and submit a new funding application for the said project level feasibility study, together with the preliminary design, environmental review, acquisition of property and rights of way, acquisition of necessary permits, final engineering design, and preparation of bid documents, the balance of the services under this Agreement have not been completed; and

**WHEREAS**, additional time is necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to February 19, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

Amendment No. 2 to Professional Services Agreement  
Amec Foster Wheeler Environment & Infrastructure, Inc.  
San Lucas Water District Public Water Supply Project (RFQ #10433)  
RMA  
Original Term: February 19, 2014 – September 30, 2016  
Renewal Term: October 1, 2016 – February 19, 2019  
Not to Exceed: \$440,000

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from February 19, 2014 to February 19, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901-4527.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 and the previous Renewal and Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

Amendment No. 2 to Professional Services Agreement  
Amec Foster Wheeler Environment & Infrastructure, Inc.  
San Lucas Water District Public Water Supply Project (RFQ #10433)  
RMA  
Original Term: February 19, 2014 – September 30, 2016  
Renewal Term: October 1, 2016 – February 19, 2019  
Not to Exceed: \$440,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: [Signature]  
For Contracts/Purchasing Officer W. C. Skinner  
Deputy Purchasing Agent  
County of Monterey

Date: 2/6/18

**Approved as to Form and Legality  
Office of the County Counsel**

By: [Signature]  
Brian P. Briggs  
Deputy County Counsel

Date: 1-31-18

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 2-1-18

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Amec Foster Wheeler Environment &  
Infrastructure, Inc.  
Contractor's Business Name

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: J. WEAVER, V.P.  
(Print Name and Title)

Date: 1/10/18

By: Deborah J. Barrow  
Assistant Secretary  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Deborah Barrow  
(Print Name and Title)

Date: 1-16-2018

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 2 to Professional Services Agreement  
Amec Foster Wheeler Environment & Infrastructure, Inc.  
San Lucas Water District Public Water Supply Project (RFQ #10433)  
RMA  
Original Term: February 19, 2014 – September 30, 2016  
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Not to Exceed: \$440,000



## SCHEDULE OF NAMED INSUREDS

Named Insured AMEC USA Holdings, Inc.			Endorsement Number 6
Policy Symbol HDO	Policy Number G27851162 001	Policy Period 05/01/2017 to 05/01/2018	Effective Date of Endorsement 05/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

AMEC USA Holdings, Inc.; FEIN# 760020707  
 AGRA Foundations, Inc.; FEIN# 840850737  
 AGRA Pipeline Professionals, Inc.; FEIN# 581704913  
 AMEC Construction Management, Inc.; FEIN# 133803502  
 AMEC Civil, LLC; FEIN# 581704913  
 AMEC Earth & Environmental, Inc.; FEIN# 911641772  
 AMEC E & C Services, Inc.; FEIN# 581704913  
 AMEC E & C Services, Inc. (M&M); FEIN# 581704913  
 AMEC E & C Services, Inc. (PPA); FEIN# 581704913  
 AMEC Infrastructure, Inc.; FEIN# 860350714  
 AMEC Technologies, Inc.; FEIN# 911641772  
 AMEC Offshore, Inc.; FEIN# 911641772  
 AMEC BioPharmaceuticals Inc.; FEIN# 521989170  
 AMEC Kamtech, Inc; FEIN# 043596931  
 Moore & Tabor, Inc.; FEIN# 330574724  
 Terra Nova Technologies; FEIN# 330767792  
 Splice; FEIN# 911641772  
 AMEC PLC; FEIN# 911641772  
 AMEC Paragon Inc.; FEIN# 742153243  
 OEST Associates, Inc.; FEIN# 010386598  
 an AMEC company; FEIN# 911641772  
 AMEC Geomatrix Inc.; FEIN# 942934407  
 Rider Hunt International Inc.(USA) Inc., FEIN# 760539282  
 AMEC E&E P.C.; FEIN# 050538170  
 AMEC E&C Services 1, PC; FEIN# 581704913  
 AMEC E & I, Inc.; FEIN# 581704913  
 AMEC Environment & Infrastructure Inc.; FEIN# 911641772  
 AMEC NNC USA, Inc.; FEIN# 760020707  
 QED International LLC; FEIN# 581704913  
 AMEC Oil & Gas Inc.; FEIN# 760020707

AMEC Programs Inc.; FEIN# 760020707  
AMEC AES, Inc., FEIN# 363693288  
AMEC Nuclear USA Inc.; FEIN# 760020707  
AMEC Global IT; FEIN# 760020707  
AMEC Inc. North American Shared Services; FEIN# 760020707  
Amec Foster Wheeler Kamtech, Inc; FEIN# 043596931  
Amec Foster Wheeler Ventures, Inc; Amec Foster Wheeler E & C Services, Inc.; FEIN# 581704913  
Amec Foster Wheeler E & C Services, Inc. (M&M); FEIN# 581704913  
Amec Foster Wheeler E & C Services, Inc. (P&P); FEIN# 581704913  
Amec Foster Wheeler AES, Inc., FEIN# 363693288  
Amec Foster Wheeler Environment & Infrastructure Inc.; FEIN# 911641772  
Amec Foster Wheeler Oil & Gas Inc.; FEIN# 760020707  
FOSTER WHEELER LLC; FEIN# 223803814  
Extension: FOSTER WHEELER ENERGIA S.L.U. FOSTER WHEELER BOKINETICS, INC.; FEIN# 232856907  
AMEC FOSTER WHEELER CONSTRUCTORS, INC.; FEIN# 222749540;  
AMEC FOSTER WHEELER NORTH AMERICA CORPORATION; FEIN# 223248302;  
AMEC FOSTER WHEELER POWER SYSTEMS INC.; FEIN# 222271893;  
FOSTER WHEELER SERVICES INC.; FEIN# 274217192  
AMEC FOSTER WHEELER USA CORPORATION; FEIN# 222023683  
PROCESS CONSULTANTS, INC.; FEIN# 221830450  
YONKERS INDUSTRIES, INC.; FEIN# 760199067;  
AMEC Dynamic Structures, Inc.; U.S. Pipeline Professionals, Inc.; Dun Transportation; AMEC Developments, Inc.; Phoenix Imperative, Inc.; AMEC Architectural, Inc. FEIN: 010386598;  
AMEC US Nuclear Services, Inc. FEIN: 020715880;  
AMEC Foster Wheeler Programs Inc. FEIN: 952699729;  
National Ventures, Inc. FEIN: 593097482;  
AMEC Holdings Inc. FEIN: 760020707

1) Amec Foster Wheeler, Inc., Amec USA Holdings, Inc. and their subsidiary affiliated or associated companies (except Amec Foster Wheeler PLC) and other companies (including other forms of corporate entity) for which the foregoing companies are responsible to provide insurance.

2) Subsidiary, affiliated or associated companies of Amec Foster Wheeler PLC, and other companies (including other forms of corporate entity) for which the foregoing companies are responsible to provide insurance, in respect of the activities of any of them but only to the extent notified to insurers.

3) Amec Foster Wheeler PLC and its subsidiary, affiliated or associated companies, but only to the extent of the entities and activities insured under 1 and 2 above.

as well as any organization other than a partnership or joint venture, and over which you or your subsidiary currently maintain ownership or majority interest provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) there is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations:

1. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
2. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.

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Authorized Agent

**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.

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**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.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></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>
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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.