

**AMENDMENT NO. 6 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ERM-WEST, INC. (FORMERLY ERM REMEDIATION
& CONSTRUCTION MANAGEMENT WEST, INC.)**

THIS AMENDMENT NO. 6 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective _____, 2014, by and between the CITY OF FRESNO, a municipal corporation ("City"), and ERM-WEST, INC., a California Corporation, formerly ERM REMEDIATION & CONSTRUCTION MANAGEMENT WEST, INC., an Arizona corporation ("Consultant").

RECITALS

WHEREAS, the City on behalf of itself, the Boeing Company ("Boeing"), and the United States Army Corps of Engineers ("USACE") entered into an Agreement to Provide Professional Engineering and Related Environmental Support Services with Consultant dated December 21, 2006 (the "Agreement"), Amendment No. 1 to the Agreement dated February 4, 2011, Amendment No. 2 to the Agreement dated February 17, 2012, Amendment No. 3 to the Agreement dated December 11, 2012, Amendment No. 4 and Amendment No. 5 to the Agreement dated January 30, 2014 for professional engineering, environmental and remedial actions concerning ground water contamination emanating from the Fresno Yosemite International Airport ("Airport" or, sometimes, "Old Hammer Field"), which services are hereinafter collectively referred to as the "Project"; and

WHEREAS, the City, USACE, and Boeing (collectively, the "Parties") have entered a Settlement Agreement and Order in Case No. 1:06-CV-01559-OWW-GSA, whereunder these parties entered an Operating Agreement to coordinate the ongoing clean-up including selection and retention of consultants and contractors; and

WHEREAS, Consultant is the Parties' remediation contractor identified in the Settlement Agreement; and

WHEREAS, the Parties desire to amend the Agreement to provide for certain ongoing additional services; and

WHEREAS, the Parties concur in the ongoing retention of Contractor to perform the ongoing scope of work in this Amendment No. 6 to the Agreement and coordinate with the State of California Department of Toxic Substances Control ("DTSC") and Regional Water Quality Control Board ("RWQCB"), as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Consultant shall perform the additional services described in "Additional Proposed 2014 Tasks, Well Decommissioning and Repairs, Old Hammer Field, Fresno California", attached hereto as Exhibit 1 and incorporated herein ("Additional Services").
2. The total fee for satisfactory performance of the Additional Services shall not exceed \$72,700, and the total not to exceed fee for satisfactory performance of all services required or rendered pursuant to the Agreement, as amended hereby and as previously amended by Amendment Numbers 1 through 5, shall not exceed \$1,996,630.
3. Consultant acknowledges and agrees that pursuant to the Settlement Agreement and Order in City of Fresno v. United States of America, et al. (Case No. 1:06-CV-01559-OWW-GAS in the Federal District Court sitting in Fresno, California), ninety percent (90%) of the total fees due under this Amendment is to be provided to the City from Boeing (which shall pay 22% of the total payments due to Consultant hereunder to City) and from USACE (which shall pay 68% of the total payments due to Consultant hereunder to City). Accordingly, the City shall not be obligated to compensate Consultant beyond the ten percent (10%) City share until the City has received the foregoing shares from Boeing and USACE.
4. Consultant shall report directly to the City of Fresno, Director of Aviation or his designated representative.
5. Except as expressly provided herein, or as previously set forth in Amendment Numbers 1 through 5, all provisions of the Agreement shall continue in effect.

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 6 to Agreement to Provide Professional Engineering and Related Environmental Support Services at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

ERM-WEST, INC.
A California corporation

By: _____
Kevin R. Meikle,
Director of Aviation

By: _____

Name: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Title: _____
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Deputy

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(if corporation or LLC, CFO,
Treasurer, Secretary or
Assistant Secretary)

By: Mary Anne B. Soofe Aug 5, 2014
Senior Deputy/Deputy Date

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Addresses:

CITY:
City of Fresno
Attention: Kevin R. Meikle,
Director of Aviation
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 621-4600
FAX: (559) 498-5549

CONSULTANT:
ERM-WEST, INC.
Attention: Truong Mai, PE
Partner
2875 Michelle Drive, Suite 200
Irvine, CA 92606
Phone: 949-623-4700
FAX: 949-623-4711

EXHIBIT 1
ADDITIONAL PROPOSED 2014 TASKS
WELL DECOMMISSIONING AND REPAIRS
OLD HAMMER FIELD, FRESNO, CALIFORNIA

TASK	DESCRIPTION	BUDGET																																													
WELL DECOMMISSIONING AND REPAIRS																																															
Decommission 9 Dry Monitoring Wells & Repair 5 Damaged Well Boxes	<ul style="list-style-type: none"> - Prepare a work plan for submittal to DTSC and RWQCB for the decommissioning of 9 monitoring wells, which are no longer needed since regional water levels have receded and these well are now dry. Additionally, 5 well boxes are damaged and require repairs, which will be performed concurrently with the well decommissioning activities. - Obtain the necessary permits and perform pre-field tasks. - Establish a task-specific health and safety plan. - Provide contractor oversight and document the decommissioning and repair activities. 	\$72,700																																													
	<table border="0"> <thead> <tr> <th>Well ID</th> <th>Depth to Bottom in Feet</th> <th>Well Diameter in Inches</th> </tr> </thead> <tbody> <tr><td>HFMW-01A</td><td align="center">98.4</td><td align="center">4</td></tr> <tr><td>HFMW-02A</td><td align="center">97.4</td><td align="center">4</td></tr> <tr><td>HFMW-06A</td><td align="center">96.4</td><td align="center">4</td></tr> <tr><td>HFMW-12A</td><td align="center">96.4</td><td align="center">4</td></tr> <tr><td>HFMW-16A</td><td align="center">95</td><td align="center">4</td></tr> <tr><td>HFPZ-01</td><td align="center">116.5</td><td align="center">2</td></tr> <tr><td>HFPZ-02</td><td align="center">116.5</td><td align="center">2</td></tr> <tr><td>HFPZ-03</td><td align="center">116.5</td><td align="center">2</td></tr> <tr><td>EXW-1</td><td align="center">116.5</td><td align="center">6</td></tr> <tr><td>HFMW-22C</td><td align="center">155</td><td align="center">2</td></tr> <tr><td>HFMW-22E</td><td align="center">240</td><td align="center">2</td></tr> <tr><td>HFMW-47D</td><td align="center">210</td><td align="center">2</td></tr> <tr><td>HFMW-47E</td><td align="center">230</td><td align="center">2</td></tr> <tr><td>HFMW-47F</td><td align="center">258</td><td align="center">2</td></tr> </tbody> </table>	Well ID	Depth to Bottom in Feet	Well Diameter in Inches	HFMW-01A	98.4	4	HFMW-02A	97.4	4	HFMW-06A	96.4	4	HFMW-12A	96.4	4	HFMW-16A	95	4	HFPZ-01	116.5	2	HFPZ-02	116.5	2	HFPZ-03	116.5	2	EXW-1	116.5	6	HFMW-22C	155	2	HFMW-22E	240	2	HFMW-47D	210	2	HFMW-47E	230	2	HFMW-47F	258	2	
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Proposed Monitoring Wells for Decommissioning																																															
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OLD HAMMER FIELD BOUNDARY

AREA 3 LOCATION OF DHS



SITE MAP
 AREA 1 AND OTHER OHF INVESTIGATION AREAS
 OLD HAMMER FIELD
 FRESNO, CALIFORNIA

PREPARED BY:
(ERM)

JOB NO. 0223100
FILE: OHF-25.mxd