

**AMENDMENT NO. 7 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. 7 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective _____, 2015, 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 to the Agreement dated September 16, 2013, Amendment No. 5 to the Agreement dated January 30, 2014, and Amendment No. 6 dated September 8, 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 City desires 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. 7 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 "Proposed 2015 Tasks, Remedial Actions Implementation and Site Monitoring, 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 \$468,000, 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 6, shall not exceed \$2,464,630.
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 a designated representative.
5. Except as expressly provided herein, or as previously set forth in Amendment Numbers 1 through 6, all provisions of the Agreement shall continue in effect.

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IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 7 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: Truong Mai
Name: TRUONG MAI

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Title: PARTNER
(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: Quanda B. Freeman 1/12/15
Deputy

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

Addresses:

CITY:
City of Fresno
Attention: Kevin R. Meikle
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
 PROPOSED 2015 TASKS
 REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING
 OLD HAMMER FIELD, FRESNO, CALIFORNIA

TASK	DESCRIPTION	BUDGET
TOE-OF-PLUME System O&M	<ul style="list-style-type: none"> - Operate and maintain the toe-of-plume ground water extraction and treatment system. - Conduct monthly water sampling. - Optimize system operation, as needed. - Monitor system performance in accordance with WDRs (RWQCB, 2008) and approved RDIP (ERM, 2007). - Replace the GAC media in the primary treatment vessel. <p><u>Notes:</u> Similar to prior years, the routine O&M monthly costs have relatively consistent, except for non-routine items such as periodic carbon changeout, well replacement, etc. The requested budget is similar to the amount requested in 2014.</p>	\$179,000
SITE MONITORING Ground Water Monitoring (including Water Supply Contingency Plan Requirements)	<ul style="list-style-type: none"> - Conduct quarterly ground water monitoring in accordance with the approved monitoring plan. - Monitor supply wells in accordance with the approved Water Supply Contingency Plan (ERM, 2006). - Conduct water level monitoring associated with Well 70 rehabilitation and pump replacement activities. - Prepare quarterly progress reports. <p><u>Notes:</u> The requested budget is similar to the amount requested in 2014. No significant changes in monitoring requirements are anticipated for 2015.</p>	\$98,000
OTHER SITE ACTIVITIES - POTENTIAL DTSC/RWQCB REQUIREMENT IN 2015 Potential Additional Investigation	<ul style="list-style-type: none"> - Prepare work plan for the installation of monitoring wells down gradient of HFMW-48C in the D, E, F, G groundwater zones. - Obtain permitting and installation of monitoring wells in accordance with approved work plan. - Perform development, sampling, and waste handling for the new monitoring wells. <p><u>Notes:</u> Task is being included assuming that HFMW-58F will continue to contain TCE concentrations greater than its MCL and the DTSC/RWQCB will require a monitoring location as requested in the 7 August 2014 letter. If TCE concentrations decrease below MCLs, then this task will not be required.</p>	\$179,000
PROJECT MANAGEMENT Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. 	\$12,000
Anticipated 2015 Budget Needs/Request =		\$468,000