FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FRESNO AND KLEINFELDER, INC. REGARDING PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES FOR SITE INVESTIGATION OF 2165 S. ELM STREET, FRESNO, CA 93706

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT (Amendment) is entered into effect on 1/16/2024, between the CITY OF FRESNO, a California municipal corporation (City), and **KLEINFELDER, INC.** a California Incorporation (Consultant)

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on October 20, 2023 (Agreement), to provide professional environmental engineering services for site investigation of 2165 S. Elm Street, Fresno, CA 93706 (Project); and

WHEREAS, the Agreement is for an amount not to exceed $40,570; and

WHEREAS, the Project is not yet complete and there is a need to install permanent vapor monitoring points and conduct soil testing which is outside of scope of work originally included in the agreement; and

WHEREAS, the City and the Agency desire to amend the agreement to include the additional scope of work and costs associated with the additional scope; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City and affirms that it will abide by all obligations contained in the Agreement..

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.

2. Compensation for the additional scope of work included in the amendment shall be increased by $20,200, increasing the total compensation under this agreement to an amount not to exceed $60,770.

3. The Parties desire to amend and restate the scope of work (Exhibit A) in its entirety, together with all Amendments for clarity. Exhibit A as included in this amendment shall replace Exhibit A in the agreement entered into on October 20, 2023 in its entirety.

4. Except as otherwise provided herein, the Agreement, and all obligations contained therein remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: DocuSigned by: 4B59C02BA274430...
Georgeanne A. White,
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: DocuSigned by: 0A8F88F889DD447... /2/2024
Angela M. Karst Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: DocuSigned by: 6CA1388820964E3... 1/16/2024
Date
Deputy

KLEINFELDER, INC.,
A California incorporation

By: DocuSigned by: AC5A0D6F25C9465...

Name: Mark Connelly

Title: Vice President
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: DocuSigned by: 752564FE27EA4E3...

Name: Jennifer Rios

Title: Corporate Controller/Assistant Secretary
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Addresses:

CITY:
City of Fresno
Parks, After School, Recreation and Community Services Department
Attention: Aaron A. Aguirre, Director
1515 E. Divisadero
Fresno, CA 93721

CONSULTANT NAME:
Kleinfelder, Inc.
ATTENTION: Jeremy Scott
3649 W. Holland
Suite 105
Fresno, CA 93722
Phone: 559-486-0750

Attachments:
1. Exhibit A –Amended and Restated Scope of Services

EXHIBIT A

AMENDED AND RESTATED SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES
Service Agreement between City of Fresno and
Kleinfelder, Inc.
Site Investigation – 2165 South Elm Street, Fresno CA 93706

SITE INVESTIGATION – FORMER IMPERIAL CLEANERS CITY OF FRESNO, PARCS DEPARTMENT PROPERTY 2165 SOUTH ELM STREET, FRESNO, CA 93706

SCOPE OF WORK

Kleinfelder has developed this proposed scope of work for an Additional Investigation for the Former Imperial Cleaners in Fresno, California (Site) (Figure 1). The Site layout and investigation locations are shown on Figure 2.

The purpose of the additional work is to further evaluate the nature, extent, and risk from impacted soil vapor in the vicinity of the Maxie L Parks Community Center from past operation of a former dry cleaner on the Site. This scope of work includes a summary of proposed tasks, cost estimates, and assumptions.

The proposed scope of work consists of the following tasks:

Task 1 - Regulatory Negotiation
Task 2 – Sampling Existing Vapor Monitoring Probes
Task 3 – Revisions to Feasibility Study

The scope of work, as amended, includes the following tasks:

Task 4 – Pre-field Activities
Task 5 – Field Activities and Investigation-Derived Waste Characterization
Task 6 – Preparation and Submittal of the Investigation Report

TASK 1 – REGULATORY NEGOTIATION

Kleinfelder will prepare for and participate in teleconference calls with the City and the RWQCB for this task. These teleconferences will seek clarification on several points raised in their June 29, 2023 letter:

A. Confirm that the City and RWQCB are aligned on risk management, investigation, remedial implementation, and documentation required to move the Site toward closure.

B. Confirm that the proposed investigation activities will address agency concerns and move the Site toward closure.

C. Conduct additional research into the adjoining Valley Gasoline petroleum release and historical groundwater flows.

D. Conduct additional research into historical benzene content of Stoddard Solvent dry-cleaning fluid.

TASK 2 - SAMPLING EXISTING VAPOR MONITORING POINTS

A. Kleinfelder will contract with Confluence Environmental, a small business field services provider, to collect samples from the 12 existing on-Site vapor monitoring probes (VMPs) and six VMPs located in the alley.

B. In addition, two duplicate samples will be collected for quality purposes.

C. Samples will be collected in accordance with the 2015 *Guidance for Active Soil Gas Investigations* by the California Environmental Protection Agency (CalEPA), and previously approved work plans for sampling these VMPs. Pursuant to their request, the RWQCB has been notified by the City regarding this scope of work.

D. Kleinfelder will meet the subcontractor on Site, observe and document their activities, and act as liaison with City staff.

E. Samples will be collected, labeled, and transported under chain-of-custody protocol to

F. Eurofins Air Toxics laboratory in Folsom, California for analyses for volatile organic compounds (VOCs) by USEPA Method TO-15.

G. Kleinfelder will review the results of the laboratory testing and prepare a brief letter format report documenting research into Stoddard Solvent components, historical groundwater gradients and area releases, VMP sampling methods and laboratory results. This letter will propose a conclusion about the source of benzene detected in soil vapor.

H. Depending upon the conclusion and the RWQCB's acceptance of the information provided, the Feasibility Study will be edited for completion or contingent off-Site characterization will be completed followed by the Feasibility Study.

TASK 3 – MODIFICATIONS TO FEASIBILITY STUDY

A. This task includes costs associated with revisions and re-pricing remedial strategies outside previously contracted services. The additional revisions and revising costs for multiple remedial strategies from Spring 2022 pricing are outside of the original scope of work.

B. Costs to update the Feasibility Study as a result of the additional testing are also included in this task.

TASK 4 – PRE-FIELD ACTIVITIES

Kleinfelder will perform the following tasks before conducting the on-site investigation:

A. Prepare an email stating planned activity will comply with previous Work Plans for the requested work.
B. Review and Modify the existing Health and Safety Plan to identify key project personnel, potential
C. Site health and safety concerns, and to designate appropriate personalized protective equipment
D. (PPE) levels.

E. Obtain appropriate City of Fresno Well/Boring permits and pay associated fees.
F. Mark out proposed sample locations in white chalk or paint and obtain Underground Services
G. Alert (USA) clearance for public utilities.
H. Coordinate with appropriate subcontractors.

Please note: The City should be aware that penetrating the Site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures, which may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. Underground Services Alert (USA) at 811 provides a partial location service free of charge for major utility lines (that are outside of private property). Kleinfelder and our drilling subcontractor will make contact with USA to mark utilities. This proposal also includes the use of a utility survey subcontractor to further assess for potential subsurface structures. We will also hand auger borings to either 5 feet below ground surface (bgs) or refusal, for additional clearance. Pre-field and field activities will be conducted under the direction of a State of California Professional Geologist (PG) or Professional Engineer (PE).

TASK 5 – FIELD ACTIVITIES AND INVESTIGATION-DERIVED WASTE CHARACTERIZATION

TASK 5A - FIELD ACTIVITIES ADDITIONAL ON-SITE CHARACTERIZATION SOIL AND SOIL VAPOR

The following field activities are anticipated for installation and sampling of additional VMPs on-Site in the Source Area.

Subsurface Utility Clearance

Because USA North may not enter private property, Kleinfelder will hand auger the first 3 feet of these soil borings.

Additional Vapor Intrusion Survey

For active soil gas sampling, two additional dual-depth soil VMPs will be installed on-Site within the Source area by a drilling subcontractor. These will be designated VMP-10 and VMP-11. Soil will be logged in accordance with ASTM and screened with a PID. Soil vapor probe installation, purging, and sampling will be conducted in general accordance with DTSC guidelines.

Sampling of new VMP 10 and 11: Sampling equipment will be provided by the analytical laboratory and inspected by Kleinfelder for proper pressurization prior to sampling. The equipment will include 1-liter SUMMA canisters (for USEPA Method TO-15), sample manifolds, and tubing.

***Vapor Monitoring Probe Installation*:** Hand auguring will be performed to 3-feet at the borings for utility clearance. The screened portions of the probes in each VMP are proposed to be installed at 5 feet bgs (or just above the hardpan layer), second probe will be installed below the hardpan layer at 15 feet bgs, and the third probe will be installed around 25 feet bgs. All VMPs will be installed with direct-push drilling methods. Soil vapor probe installation, purging, and sampling will be conducted in general accordance with Cal/EPA DTSC guidelines. Two to four soil samples will be collected during the installation of the VMPs, these samples will be collected from the ‘hard pan’ and tested for alkanes and cycloalkanes consistent with Stoddard Solvent. Soil samples will be logged for lithologic information. A five-inch diameter traffic-rated well box

will be installed at the soil vapor probe location, with approval from the City. Tubing will be labeled to indicate the depth of each probe. Following installation, the VMP will be allowed to equilibrate for at least two hours (CalEPA et al, 2015) prior to sampling. This proposal assumes one sampling event. Probes will not be decommissioned in case additional sampling is required in the future.

***Pre-sampling Purging and Leak Checking*:** Prior to sampling, the void space inside the tubing and pore/void space of the sand pack around the probe will be purged of a minimum of three volumes of air to remove ambient air that may have been introduced during probe construction. In accordance with the DTSC guidance documents, sampling will not be performed for at least five days following a rain event of at least ½-inch in a 24-hour time period.

Surface seal and fittings will be checked for ambient air leakage using the following method. A sampling shroud consisting of an extra-large plastic bag or a hard plastic designed to shroud requirements will be placed over the top of the surface seal, canisters, and manifold. The shroud will be used to contain an atmosphere of helium gas (the chosen tracer compound – if available) during leak checking and sampling.

The helium-infused shroud will be placed over the canisters and manifold during sampling. Both leak testing and a vacuum test of the manifold fittings (i.e., shut-in test) will be conducted prior to purging and sampling. Purging will be performed using calibrated low flow air pump or a 6-liter SUMMA canister connected to the soil gas manifold, at a rate of 100 to 200 milliliters per minute (mL/min). The surface seal leak check is conducted (during purging) by placing the shroud over the seal and filling the shroud with helium.

Sample Collection: Following purging, the valve will be opened on the 1-liter SUMMA canister and the sample shall be collected in the SUMMA canister. Following sampling, the SUMMA canisters will be labeled and returned to their original packaging. The initial and final canister vacuum will be recorded on the SUMMA canister labels and in the field notebook. The temporary soil vapor probes will be left in place until sample results are received and for potential re-sampling.

TASK 5B – LABORATORY ANALYSES

Soil and soil vapor samples will be analyzed for the constituents listed below using the indicated test methods.

Soil

- Total Petroleum Hydrocarbons-carbon chain by USEPA Method 8015M
- Volatile Organic Compounds (VOCs) by USEPA Method 8260
- Semi-Volatile Organic Compounds (SVOCs) by USEPA Method 8270

Active Soil Gas (Eurofins AirToxics)

- Sub-Slab soil vapor - Full Scan VOCs by gas chromatography (GC) and mass spectrometry (MS) (gas samples) by USEPA Method TO-15
- Helium (tracer compound) by ASTM Test Method D-1946

TASK 5C – INVESTIGATION-DERIVED WASTE CHARACTERIZATION

The subsurface exploration and sampling processes described above will generate investigation-derived waste (IDW) in the form of soil cuttings, and equipment rinse water. The IDW will be retained in drums and stored in an area that is designated by the City. IDW will be left on Site pending disposal at an appropriately licensed facility by the City. Samples of the IDW

will be collected for laboratory analysis Total Petroleum Hydrocarbons in the gasoline (TPH-g), diesel (TPH-d), and oil (TPH-o) ranges, as well as VOCs, and Title 22 Metals]. Kleinfelder will review the analytical data and discuss with the City appropriate disposal options for the IDW. Additional analytical testing and disposal of these materials have not been included in the cost estimate.

TASK 6 – PREPARATION AND SUBMITTAL OF THE INVESTIGATION REPORT

The information accumulated during this Investigation will be presented in a report to the RWQCB. The report will include data collected during the investigation, and conclusions and recommendations for future work.

FEE ESTIMATE TASKS 1-3

Based on the level of effort and scope of work described herein, Kleinfelder has developed a budget estimate. The budget estimate is summarized below.

Table of Estimated Fees		
Task	**Description**	**Fee**
1	Regulatory Negotiation and Research	$8,950
2A	Coordination and labor for existing VMP sampling	$3,000
2B	Subcontractor for existing VMP sampling	$4,450
2C	Laboratory for existing VMP sampling	$6,800
2D	Report for Research and existing VMP sampling	$5,770
3	Modifications to FS	$11,600
	Sub- Total Estimated Fees	**$40,570**

FEE ESTIMATE TASKS 4-6

Table of Estimated Fees		
Task	**Description**	**Fee**
4	On-Site Pre-Field Activities Labor	$2,000
5A	On-Site Field Activities Labor	$3,800
5B	Laboratory Analyses (Additional)	$1,500
5B	On-Site Field Activity Drilling Subcontractor	$8,900
5C	On-Site Investigation Derived Waste and equipment rental	$2,000
6	Modifications to existing report Investigation Report	$2,000
	Soil and Soil Vapor Characterization Option Sub-Total	**$20,200**

Total Fee.....**$60,770**

SCHEDULE (TASKS 1-3)

A. Research into the historical petroleum release and groundwater flow directions will begin immediately. The sampling of existing VMPs will be completed within 4 weeks of authorization and it is anticipated that preliminary laboratory results will be received within three weeks after sampling.

B. The on-Site report will be completed 3 weeks after receipt of final laboratory results.

C. Based on the results of this report, the Feasibility Study will be started or a new proposal for off-Site investigation will be sent. The Feasibility Study will be completed either after the on-Site report is completed or after off-Site investigation is completed, depending on results.

SCHEDULE (TASKS 4-6)

Contingent on contract amendment authorization in early January 2024, field work is scheduled for late January 2024 and anticipate the report being completed mid-February 2024.

ASSUMPTIONS AND CLIENT RESPONSIBILITIES (TASKS 1-3)

- Kleinfelder used the following assumptions to develop the scope of work and estimate of fees. It is possible other unforeseen conditions or situations may arise that could impact this cost estimate. Such conditions and responses would be discussed with you and authorized prior to Kleinfelder expending the additional funds.
- Regulator negotiations include preparation and participation in up to three teleconferences and documentation of the meeting outcomes. This task also includes up to 8 hours of research into historical groundwater gradient and additional research into the varying chemical makeup of Stoddard Solvent.
- The City will provide or arrange right-of-entry and unrestricted access to the Community Center property for existing VMP assessment activities.
- Estimated labor hours include the following: Two days to sample existing VMPs as described in Task 2.
- One report will be prepared for the on-Site vapor sampling.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, we will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling and contract terms may result in changes to the risks assumed by you, as well as adjustments to our fees.

ASSUMPTIONS AND CLIENT RESPONSIBILITIES (TASKS 4-6)

Kleinfelder used the following assumptions to develop the scope of work and estimate of fees. It is possible other unforeseen conditions or situations may arise that could impact this cost estimate. Such conditions and responses would be discussed with you and authorized prior to Kleinfelder expending the additional funds.

- This proposal assumes that no work plan will be required for soil or VMP installation and sampling.
- If a Work Plan is required additional costs will apply and the schedule proposed is not valid.

- The City will provide or arrange right-of-entry and unrestricted access to the Community Center property for existing VMP assessment activities.
- The City will provide or arrange right-of-entry and unrestricted access to the off-Site properties to be assessed.
- Sample locations will be made accessible for drilling activities including use of a drill rig and concrete coring, as described above.
- Unanticipated conditions that may be present (i.e., inability to clear or core through concrete or multiple mobilizations for off-Site properties) or that would require additional study, assessment, or remediation, will be provided at additional costs upon approval.
- Estimated labor hours include the following: One day to conduct soil sampling and install the new VMPs and one day to sample the new VMPs as described in Task 2B.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the City and its designated representatives and may not be provided to others without Kleinfelder's express permission.

FIGURES

1 – Site Location Map
2 – Soil Vapor Monitoring Point Locations

Figure 1 – Site Location Map

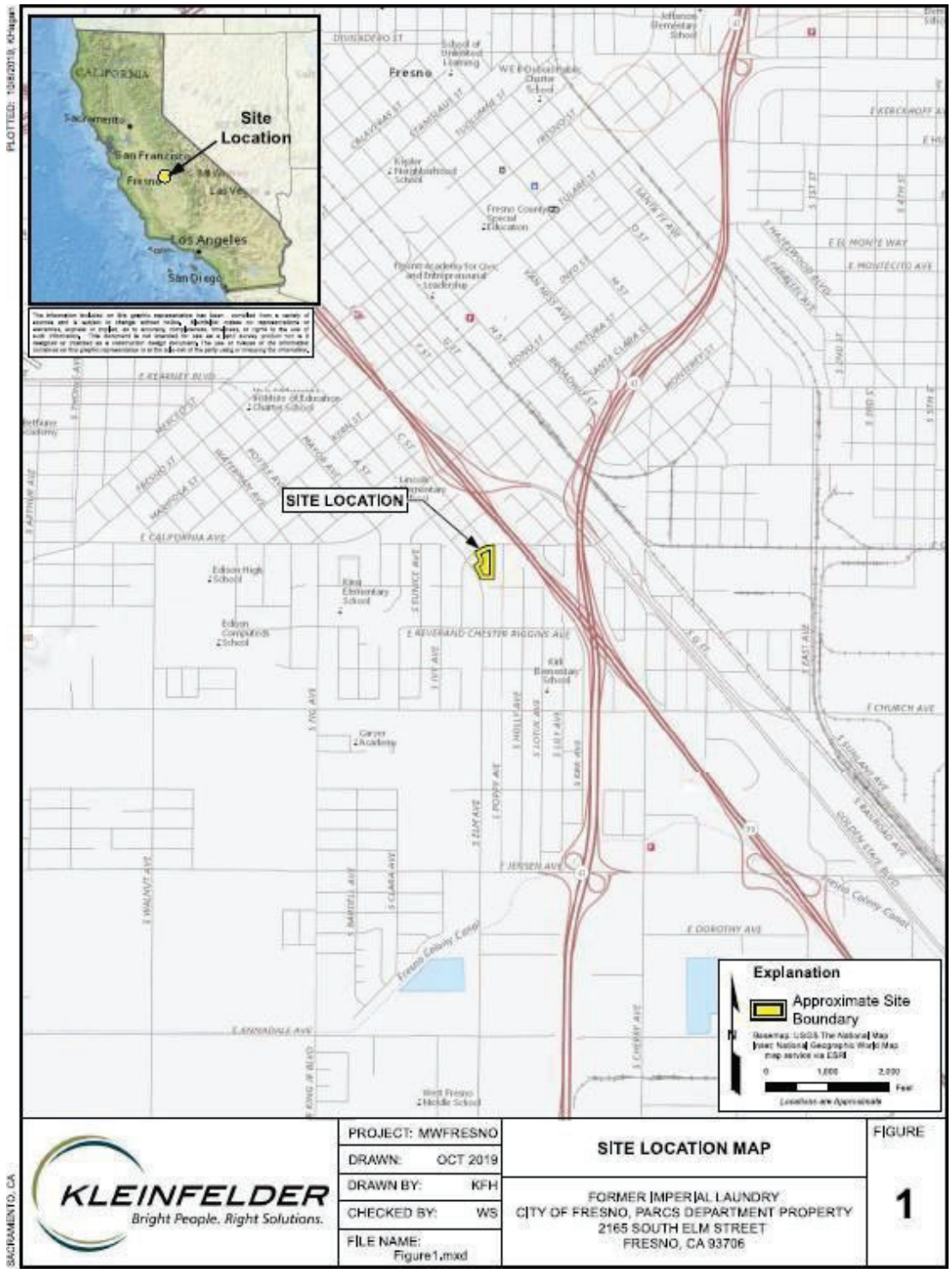

Figure 2 – Soil Vapor Monitoring Point Locations