

**AMENDMENT NO. 1 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ERM REMEDIATION & CONSTRUCTION
MANAGEMENT WEST, INC.**

THIS AMENDMENT NO. 1 TO AGREEMENT, is made and entered into effective FEB 4, 2011, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "City"), and ERM REMEDIATION & CONSTRUCTION MANAGEMENT WEST, INC., an Arizona corporation, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, the City on behalf of itself, the Boeing Company (hereinafter "Boeing"), and the United States Army Corps of Engineers (hereinafter "USACE") entered into an Agreement with Consultant dated December 21, 2006 (the "Agreement") 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 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 as to selecting and retaining consultants and contractors; and

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

WHEREAS, the parties, pursuant to the Operating Agreement desire to amend the Agreement to provide for certain ongoing additional services; and

WHEREAS, the parties, pursuant to the Operating Agreement, concur in the ongoing retention of Contractor to perform the ongoing scope of work in this Amendment No. 1 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

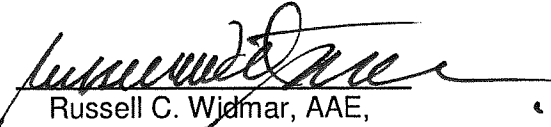
NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Consultant shall perform the Additional Services described in "Proposed 2011 Tasks, Remedial Actions Implementation and Site Monitoring, Old Hammer Field, Fresno California", attached hereto as Exhibit A and incorporated herein.
2. The total fee for satisfactory performance of the Additional Services shall not exceed \$366,999, such that the total not to exceed fee for satisfactory performance of all services required or rendered pursuant to the Agreement as amended hereby shall not exceed \$720,845.
3. Consultant acknowledges and agrees that ninety percent (90%) of the total fees due under this Amendment is to be provided to the City from Boeing (22%) and from USACE (68%) 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). 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, all the provisions of the Agreement shall continue in effect.

///

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment
No. 1 to Agreement at Fresno, California, the day and year first above written.


CITY OF FRESNO,
a California municipal corporation

By: 
Russell C. Widmar, AAE,
Director of Aviation

ATTEST:
REBECCA E. KLISCH
City Clerk

By: 
Deputy 2/4/11


APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By:  2-4-11
Senior Deputy/Deputy Date
by l/a


Addresses:

CITY:
City of Fresno
Attention: Russell C. Widmar
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 621-4600
FAX: (559) 498-5549

ERM WEST,
An Arizona corporation

By: 

Name: TRUONG MAI

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

By: 

Name: Douglas J. Sherk

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

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

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

EXHIBIT A
PROPOSED 2011 TASKS
REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING
OLD HAMMER FIELD, FRESNO, CALIFORNIA

TASK	DESCRIPTION	BUDGET
SOURCE AREA		
SVE System Decommissioning	- Prepare closure work plan (use remaining budget from 2010). Schedule field work for 2012 to overlap with the Airport's hangar apron replacement project. No additional budget requests for 2011.	\$0
TOE-OF-PLUME		
System O&M	- 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). - Request reductions for several WDR monitoring requirements (general chemistry analysis).	\$149,033
SITE MONITORING		
Water Supply Contingency Plan Monitoring	- Monitor supply wells in accordance with the approved Water Supply Contingency Plan (ERM, 2006).	\$10,923
Ground Water Monitoring	- Conduct quarterly ground water monitoring in accordance with the approved monitoring plan (assumes approval of plan in 2009 annual report). - Prepare quarterly progress reports.	\$85,965
OTHER SITE ACTIVITIES		
Project Management	- Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing.	\$21,078
Potential Capture Analysis/Modeling	- This task may or may not be required. Its necessity and scope of work depend on the results from the new monitoring well network and DTSC/RWQCB requirements. - Budget amount listed is only a placeholder, in the event such efforts are required.	\$100,000
Potential Additional Investigation or TOP System Expansion	- This task may or may not be required. Its necessity and scope of work depend on the results from the new monitoring well network and DTSC/RWQCB requirements.	To be determined
Total Requested Budget		\$366,999

Note:

Incorporated comments from:

- Boeing;
- City of Fresno; and
- US Government

**AMENDMENT NO. 2 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ERM REMEDIATION & CONSTRUCTION
MANAGEMENT WEST, INC.**

THIS AMENDMENT NO. 2 TO AGREEMENT, is made and entered into effective Feb. 17, 2012, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "City"), and ERM REMEDIATION & CONSTRUCTION MANAGEMENT WEST, INC., an Arizona corporation, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, the City on behalf of itself, the Boeing Company (hereinafter "Boeing"), and the United States Army Corps of Engineers (hereinafter "USACE") entered into an Agreement with Consultant dated December 21, 2006 (the "Agreement") and Amendment No. 1 to the Agreement dated February 4, 2011, 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 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 as to selecting and retaining consultants and contractors; and

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

WHEREAS, the parties, pursuant to the Operating Agreement desire to amend the Agreement to provide for certain ongoing additional services; and

WHEREAS, the parties, pursuant to the Operating Agreement, concur in the ongoing retention of Contractor to perform the ongoing scope of work in this Amendment No. 2 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 2012 Tasks, Remedial Actions Implementation and Site Monitoring, Old Hammer Field, Fresno California", attached hereto as Exhibit 1 and incorporated herein.
2. The total fee for satisfactory performance of the Additional Services shall not exceed \$299,200, such that the total not to exceed fee for satisfactory performance of all services required or rendered pursuant to the Agreement as amended hereby shall not exceed \$1,020,045.
3. Consultant acknowledges and agrees that ninety percent (90%) of the total fees due under this Amendment is to be provided to the City from Boeing (22%) and from USACE (68%) 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). 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, all the provisions of the Agreement shall continue in effect.

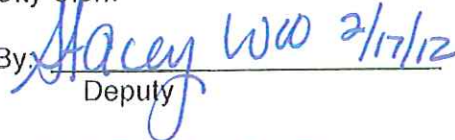
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IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment
No. 1 to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: 
Russell C. Widmar, AAE,
Director of Aviation


ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  2/17/12
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By:  1/31/12
Senior Deputy/Deputy Date

ERM WEST,
An Arizona corporation

By: 
Name: TRUONG MAI

Title: MANAGING PARTNER, SOUTHERN CA
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

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

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

Addresses:

CITY:
City of Fresno
Attention: Russell C. Widmar
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 621-4600
FAX: (559) 498-5549

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

EXHIBIT 1
PROPOSED 2012 TASKS
REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING
OLD HAMMER FIELD, FRESNO, CALIFORNIA

TASK	DESCRIPTION	BUDGET
SOURCE AREA		
SVE System Decommissioning	<ul style="list-style-type: none"> - Remove five remaining vaults outside the southeast end of Hangar P-3. - Remove the remaining subsurface piping related to the SVE system, also located outside the southeast end of Hangar P-3. <i>(Note: Other SVE system related features were removed in 2011.)</i>	\$41,200
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). 	\$162,100
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). - Prepare quarterly progress reports. 	\$96,500
OTHER SITE ACTIVITIES		
Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. 	\$20,400
Potential Capture Analysis/Modeling	<ul style="list-style-type: none"> - This task may or may not be required and is contingent on the results of additional plume monitoring and DTSC/RWQCB requirements. - Budget amount listed is only a placeholder, in the event such efforts are required. 	\$75,000
Potential Additional Investigation or TOP System Expansion	<ul style="list-style-type: none"> - This task may or may not be required. Its necessity and specific scope of work depend on the results of additional monitoring of wells along the plume axis and western boundary. The DTSC and RWQCB have indicated that additional requirements may be issued. 	To be determined
<i>Anticipated 2012 Budget Needs =</i> <i>Likely Surplus Budget from 2011 =</i> <i>Total Requested Budget (12/19/2011) =</i>		\$395,200 (\$96,000) \$299,200

**AMENDMENT NO. 3 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ERM REMEDIATION & CONSTRUCTION
MANAGEMENT WEST, INC.**

THIS AMENDMENT NO. 3 TO AGREEMENT, is made and entered into effective Dec. 11th, 2012, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "City"), and ERM REMEDIATION & CONSTRUCTION MANAGEMENT WEST, INC., an Arizona corporation, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, the City on behalf of itself, the Boeing Company (hereinafter "Boeing"), and the United States Army Corps of Engineers (hereinafter "USACE") entered into an Agreement with Consultant dated December 21, 2006 (the "Agreement"), Amendment No. 1 to the Agreement dated February 4, 2011, and Amendment No. 2 to the Agreement dated February 17, 2012, 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 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 as to selecting and retaining consultants and contractors; and

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

WHEREAS, the parties, pursuant to the Operating Agreement desire to amend the Agreement to provide for certain ongoing additional services; and

WHEREAS, the parties, pursuant to the Operating Agreement, concur in the ongoing retention of Contractor to perform the ongoing scope of work in this Amendment No. 3 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 2013 Tasks, Remedial Actions Implementation and Site Monitoring, Old Hammer Field, Fresno California", attached hereto as Exhibit 1 and incorporated herein.
2. The total fee for satisfactory performance of the Additional Services shall not exceed \$403,685, such that the total not to exceed fee for satisfactory performance of all services required or rendered pursuant to the Agreement as amended hereby shall not exceed \$1,423,730.
3. Consultant acknowledges and agrees that ninety percent (90%) of the total fees due under this Amendment is to be provided to the City from Boeing (22%) and from USACE (68%) 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). 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, Interim Director of Aviation or his designated representative.
5. Except as expressly provided herein, all the provisions of the Agreement shall continue in effect.

///

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment
No. 3 to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: [Signature]
Kevin R. Meikle,
Interim Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature] 12/1/12
Deputy

APPROVED AS TO FORM:
FRANCINE M. KANNE
Interim City Attorney

By: [Signature] 12.7.12
Senior Deputy/Deputy Date
RAJ SINGH BADHESHA

ERM WEST,
An Arizona corporation

By: [Signature]

Name: TRUONG MAI

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

By: _____

Name: _____

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

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

EXHIBIT 1
PROPOSED 2013 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). 	\$173,874
Property Lease	<ul style="list-style-type: none"> - Lease property for the toe-of-plume system. The current payment covers the lease from September 2008 thru August 2013. The next payment would cover a 5-year lease period from September 2013 thru August 2018, with the following assumptions: <ol style="list-style-type: none"> 1. Base rate is \$1800/month (from the initial 5-year lease); 2. Year 1 Rate = Base Rate + Inflation; Year 2 Rate = Year 1 Rate + Inflation; and so forth; 3. Inflation for the next 5 years are estimated to range between 1.2 and 2.0% per year (based on 2011 OASDI Trustee's Report); and 4. The amount listed represents the total for 5 years. 	\$113,418
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. 	\$98,393
OTHER SITE ACTIVITIES		
Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. 	\$18,000
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2012		Anticipated 2013 Budget Needs/Request =
Potential Capture Analysis/Modeling	<ul style="list-style-type: none"> - This task may or may not be required and is contingent on the results of additional plume monitoring and DTSC/RWQCB requirements. - Budget amount listed is only a placeholder, in the event such efforts are required. 	\$75,000
		\$403,685

**AMENDMENT NO. 4 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. 4 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective September 16, 2013, 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), hereinafter referred to as "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, and Amendment No. 3 to the Agreement dated December 11, 2012, 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. 4 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 "Table 1 – Scope and Budget for HFIW-2 Decommission and Replacement, Old Hammer Field Project, Fresno, California", attached hereto as Exhibit 1 and incorporated herein.
2. The total fee for satisfactory performance of the Additional Services shall not exceed \$212,200, such that the total not to exceed fee for satisfactory performance of all services required or rendered pursuant to the Agreement as amended hereby shall not exceed \$1,635,930.
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, Interim Director of Aviation or his designated representative.
5. Except as expressly provided herein, all the provisions of the Agreement shall continue in effect.

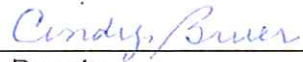
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IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 4 to Agreement to Provide Professional Engineering and Related Environmental Support Services at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: 
Kevin R. Meikle,
Interim Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  9/16/13
Deputy

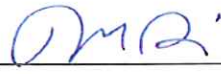
APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  Sept. 9, 2013
Senior Deputy/Deputy Date

Addresses:

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

ERM-WEST, INC.
A California corporation

By: 
Name: TRUONG MAI

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

By: _____

Name: _____

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

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

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

Table 1

Budget Estimate for HFIW-2 Decommissioning and Replacement
Old Hammer Field Project - Fresno, California

Task Description	Budget Cost Estimate			Subtotal
	ERM Labor	Subcontractors	Expenses	
Task 1 - Workplan - Prepare draft work plan for Committee review - Incorporate comments and finalize work plan for agency submittal [includes well design and reconnection drawings to support construction]	\$12,400	\$0	\$1,500	\$13,900
Task 2 - HFIW-2 Well Decommissioning - Obtain well decommissioning permit - Decommission existing HFIW-2 in place	\$3,900	\$4,900	\$700	\$9,500
Task 3 - Injection Well Installation - Obtain well installation permit - Install replacement HFIW-2 [approximately 100 feet west of existing well to eliminate the need to install additional new piping] - Survey replacement HFIW-2	\$6,800	\$78,900	\$1,700	\$87,400
Task 4 - Injection Well Development - Develop replacement HFIW-2 - Dispose of development water through existing treatment system [with pre-treatment to remove suspended solids]	\$5,700	\$14,500	\$1,300	\$21,500
Task 5 - Wellhead Completion, Plumbing and Controls - Remove existing wellhead equipment and salvage meters and controls equipment - Remove and dispose of existing wellhead vault - Construct replacement wellhead vault, connect to existing piping, and re-install controls/electrical connections - Abandon approximately 100 linear feet of existing piping	\$12,300	\$53,200	\$3,100	\$68,600
Task 6 - Construction Completion Report - Prepare draft work plan for Committee review - Incorporate comments and finalize work plan for agency submittal [includes as-built drawings for injection well, vault, controls, and piping]	\$10,100	\$0	\$1,200	\$11,300
Total =	\$51,200	\$151,500	\$9,500	\$212,200

**AMENDMENT NO. 5 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. 5 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective January 30, 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, and Amendment No. 4 to the Agreement dated September 16, 2013 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. 5 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 2014 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 \$288,000, 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 4, shall not exceed \$1,923,930.
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 4, all provisions of the Agreement shall continue in effect.

///

///

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 5 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

By: 
Kevin R. Meikle,
Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  2-4-2014
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  Jan 15, 2014
Mary Ann B. Tooke
Deputy

ERM-WEST, INC.
A California corporation

By: 

Name: TRUONG MAI

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

By: _____

Name: _____

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

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

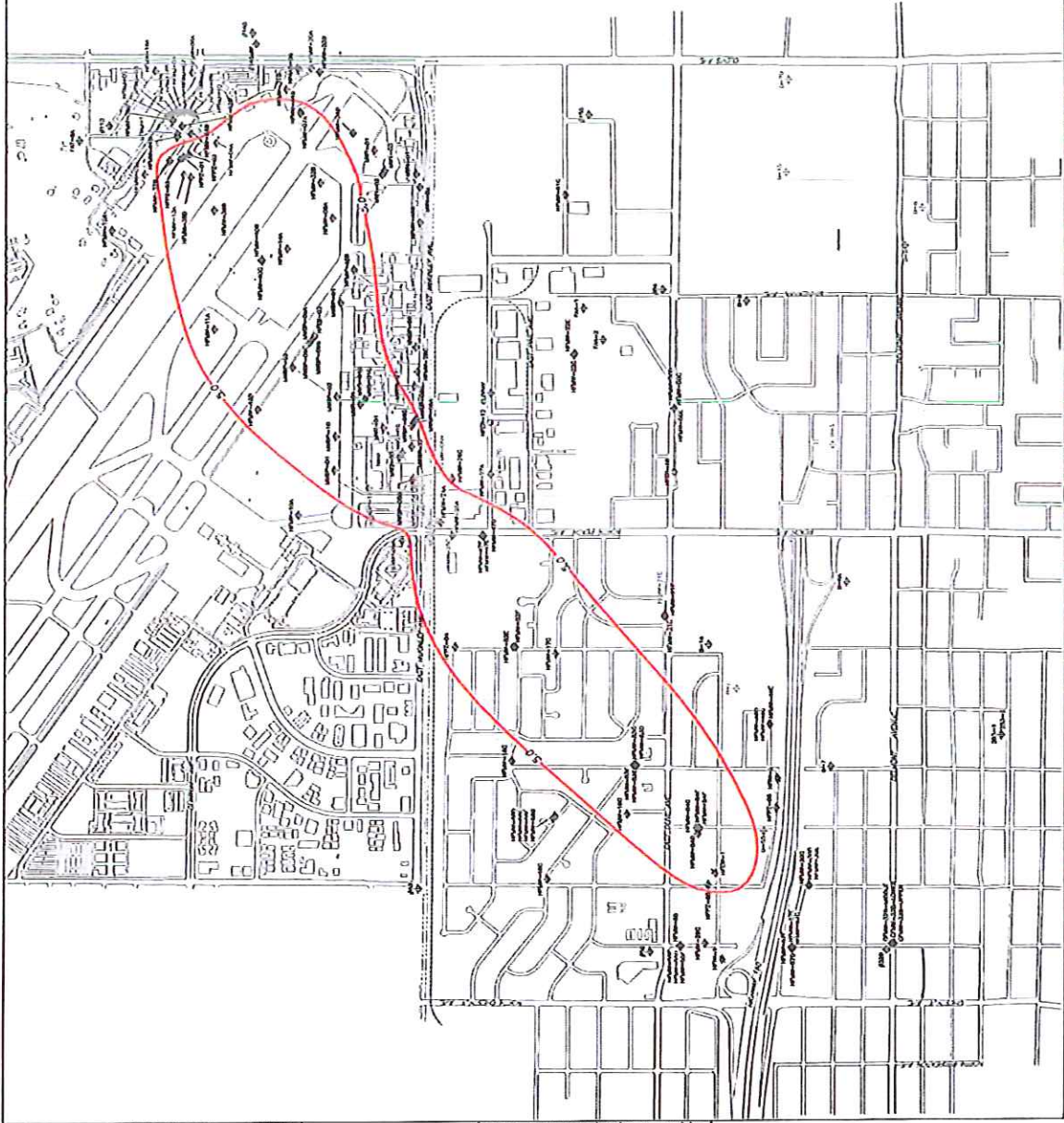
PROPOSED 2014 TASKS

REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING

OLD HAMMER FIELD, FRESNO, CALIFORNIA

DRAFT - 7 January 2014

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). <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 2013.</p>	\$173,900
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 2013. No significant changes in monitoring requirements are anticipated for 2014.</p>	\$99,700
PROJECT MANAGEMENT Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. <p><u>Notes:</u> The requested budget for project management is slightly less than prior years to reflect actual needs of the last year and anticipated needs for 2014.</p>	\$14,400
Anticipated 2014 Budget Needs/Request =		\$288,000
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2013		
- Capture Analysis	- We estimate that approximately \$60,000 of unused budget will remain from the listed tasks at the end of 2013, due to lesser efforts required during 2013 (O&M and project management) or lesser requirements from the agencies (capture analysis). As with prior years, we recommend retaining this amount, in the event other non-routine tasks are needed during the year.	\$60,000 (approximate)
- System O&M		
- Project Management		
HFIW-2 Decommissioning and Replacement	- Approximately \$195,000 of the approved budget for this task will remain at the end of 2013. This entire amount will be spent by the end of March 2014, when we expect to complete all decommissioning and replacement work, including reconnection to the toe-of-plume system.	\$195,000 (approximate)



LEGEND

- Monitoring Well - A/B Zone
- Monitoring Well - C/D Zone
- Monitoring Well - E/F Zone
- Monitoring Well - H Zone
- Production Well
- Extraction Well
- Injection Well
- Piezometer
- Domestic Supply Well

100
TCE Concentration Contour 4th Quarter 2010, ug/L
Dashed When in Concentration Based on Highest
Concentration at Each Location, Regardless of Depth



Exhibit 2
TCE in Ground Water - All Zones
Old Hammer Field
Fresno, California
ERM 12/11

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 September 8, 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

By: [Signature]
Kevin R. Meikle,
Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature] 9-8-2014
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature]
Senior Deputy/Deputy Date
Sept. 8, 2014

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

ERM-WEST, INC.
A California corporation

By: [Signature]
Name: TRUONG MAI

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

By: _____

Name: _____

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

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

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
Proposed Monitoring Wells for Decommissioning		
	Well ID	Depth to Bottom in Feet
	HFMW-01A	98.4
	HFMW-02A	97.4
	HFMW-06A	96.4
	HFMW-12A	96.4
	HFMW-16A	95
	HFPZ-01	116.5
	HFPZ-02	116.5
	HFPZ-03	116.5
	EXW-1	116.5
Proposed Monitoring Well Boxes for Repairs		
	HFMW-22C	155
	HFMW-22E	240
	HFMW-47D	210
	HFMW-47E	230
	HFMW-47F	258
		Well Diameter in Inches
		4
		4
		4
		4
		4
		2
		2
		2
		6
		2
		2
		2
		2
		2

**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 FEBRUARY 2, 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.

///

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

By: 
Kevin R. Meikle,
Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy 2/2/2015

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  1/2/15
Deputy

Addresses:

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

ERM-WEST, INC.
A California corporation

By: 
Name: TRUONG MAI

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

By: _____
Name: _____

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

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

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

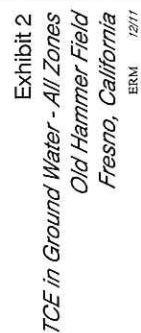
PROPOSED 2015 TASKS

REMEDIATION ACTIONS IMPLEMENTATION AND SITE MONITORING

OLD HAMMER FIELD, FRESNO, CALIFORNIA

Version 1 December 2014

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



**AMENDMENT NO. 8 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. 8 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective March 21, 2016, 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, Amendment No. 6 dated September 8, 2014, and Amendment No. 7 dated February 2, 2015 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. 8 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 2016 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 \$254,700, 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 7, shall not exceed \$2,719,330.
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 7, all provisions of the Agreement shall continue in effect.

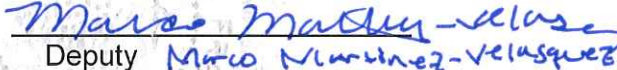
///

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 8 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

By: 
Kevin R. Meikle,
Director of Aviation


ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy Marco Martinez-Velasquez
3121116

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 
Deputy

ERM-WEST, INC.
A California corporation

By: 
Name: Gregory J. Wheeler
Title: Partner
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Name: _____

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

Any Applicable Professional License:
Number: 2472
Name: Professional Geologist
Date of Issuance: 2003

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

**AMENDMENT NO. 9 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. 9 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective 16 November, 2016, 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, Amendment No. 6 dated September 8, 2014, Amendment No. 7 dated February 2, 2015, and Amendment No. 8 dated March 21, 2016 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. 9 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 2017 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 \$388,285, 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 8, shall not exceed \$3,107,615.
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 8, all provisions of the Agreement shall continue in effect.

///

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 9 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

By: [Signature]
Kevin R. Meikle,
Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature]
Deputy Marco Martinez
12/9/14

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature]
Deputy
Amanda B. Freeman

Addresses:

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

ERM-WEST, INC.
A California corporation

By: [Signature]
Name: Gregory J. Wheeler
Title: Partner
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

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

Any Applicable Professional License:
Number: 2472
Name: Professional Geologist
Date of Issuance: 2003

CONSULTANT:
ERM-WEST, INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711

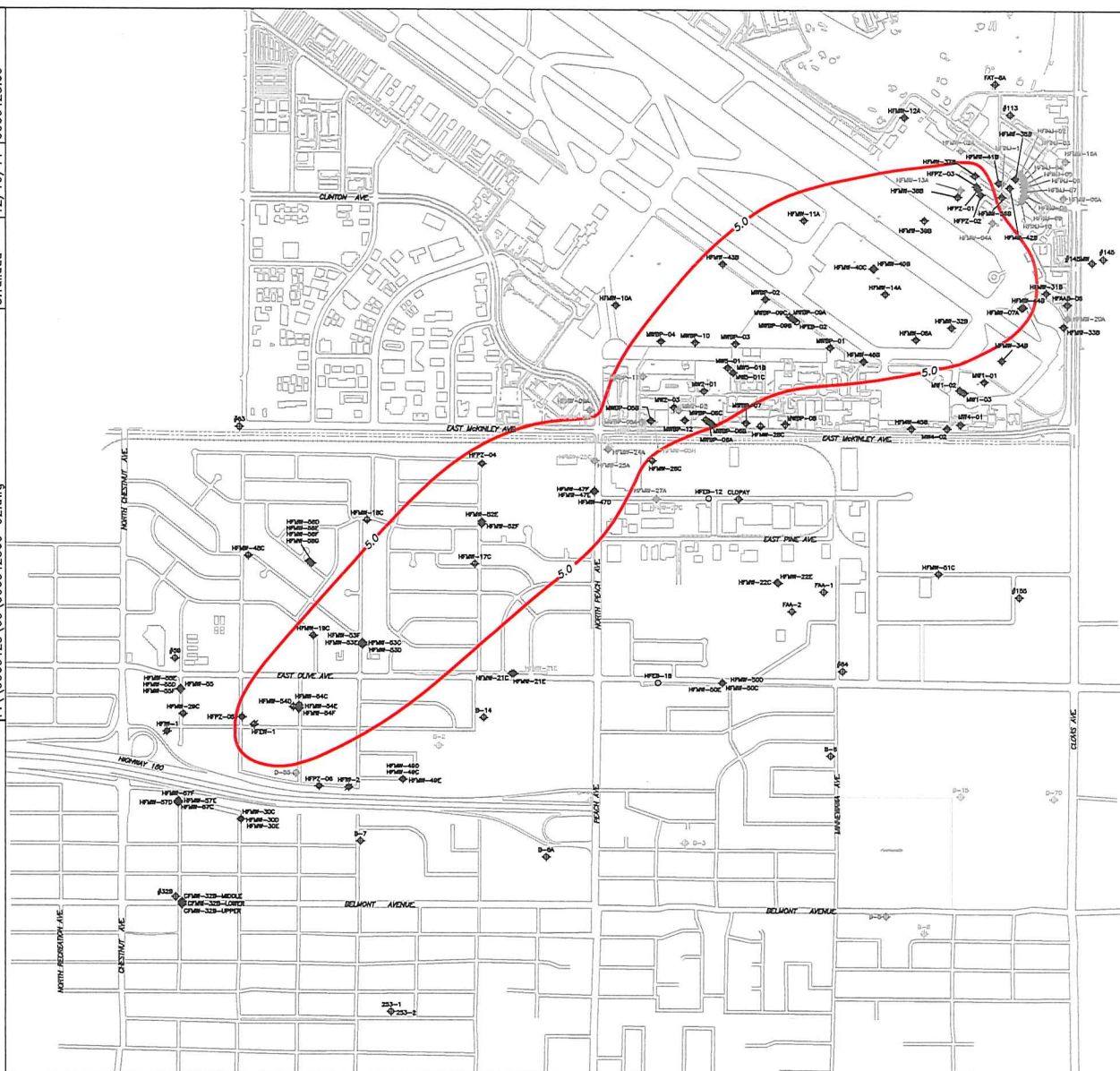
EXHIBIT 1

PROPOSED 2017 TASKS

REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING

OLD HAMMER FIELD, FRESNO, CALIFORNIA

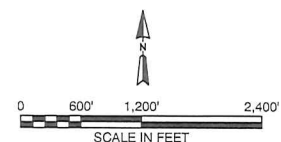
TASK	DESCRIPTION	BUDGET
TOE-OF-PLUME		
System O&M	<ul style="list-style-type: none"> - Operate and maintain the toe-of-plume ground water extraction and treatment system. - Conduct monthly water sampling. - Optimize system operation, as needed. - Monitor system performance in accordance with WDRs (RWQCB, 2008) and approved RDIP (ERM, 2007). - Replace the GAC media in the primary treatment vessel (One Vessel Change out 20,000lbs). <p><u>Notes:</u> Similar to prior years, the routine O&M monthly costs have relatively consistent, except for non-routine items such as annual carbon changeout, pump replacement, etc. The estimated spend for 2017 is similar to 2016.</p>	\$175,357
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 estimated spend for 2017 is similar to 2016. No significant changes in monitoring requirements are anticipated for 2017. ERM will provide a request for sampling reduction of 25% and will reduce this effort once approved.</p>	\$73,203
WELL DECOMMISSIONING		
Ground Water Monitoring Well Decommissioning	- Abandon by pressure grouting two 2-inch monitoring wells, thirteen 4-inch monitoring well and abandon by drilling out and grouting two, 2-inch monitoringwells and four, ¾-inch nested vapor monitoring wells.	\$114,776
PROJECT MANAGEMENT		
Project Management	- Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing.	\$24,949
<i>Anticipated 2017 Budget Needs/Request =</i>		\$388,285
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2016 TO BE USED IN 2017		
System O&M Phase 10	We estimate that approximately \$43,000 of the approved budget will remain at the end of the 2016 for Phase 10. Our 2017 proposed budget for system O&M reflects this remaining budget from 2016 to be used in 2017.	\$26,000
Capture Analysis Phase 20	We estimate that approximately \$9,467 of the approved budget will remain at the end of the 2016 for Phase 20, however this approved budget will be utilized for on going capture analysis that is expected during the 2017 year to confirm the groundwater flow direction after the three new monitoring wells are installed and ongoing interaction with both agencies.	\$9,467
Site Monitoring Phase 40	We estimate that approximately \$12,000 of the approved budget will remain at the end of the 2016 for Phase 40. Our 2017 proposed budget for Ground Water Monitoring reflects this remaining budget from 2016 to be used in 2017.	\$9,000
<i>Anticipated 2016 Unused Budget to be Used in 2017 =</i>		\$44,467



LEGEND

- Monitoring Well - A/B Zone
- Monitoring Well - C/D Zone
- Monitoring Well - E/F Zone
- Monitoring Well - H Zone
- Production Well
- Extraction Well
- Injection Well
- Piezometer
- Domestic Supply Well

5.0 TCE Isoconcentration Contour 4th Quarter 2010, µg/L;
Dashed Where Inferred. Contours Based on Highest
Concentration at Each Location, Regardless of Depth



Site Map

TCE in Ground Water - All Zones
Old Hammer Field
Fresno, California

**AMENDMENT NO. 10 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. 10 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective March 27th, 2018, 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; Amendment No. 6 dated September 8, 2014; Amendment No. 7 dated February 2, 2015; Amendment No. 8 dated March 21, 2016; and Amendment No. 9 dated November 16, 2016 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. 10 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 2018 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 \$405,707, 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 9, shall not exceed \$3,513,322.
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 9, all provisions of the Agreement shall continue in effect.

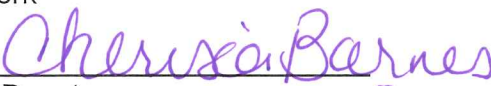
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IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 10 to Agreement to Provide Professional Engineering and Related Environmental Support Services at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: 
Kevin R. Meikle,
Director of Aviation

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy 3.27.18


APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 
Senior Deputy / Deputy
AMANDA FREEMAN

Addresses:

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

ERM-WEST, INC.
A California corporation

By: 
Name: Gregory J. Wheeler
Title: Partner
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

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

Any Applicable Professional License:
Number: 2472
Name: Professional Geologist
Date of Issuance: 2003

CONSULTANT:
ERM-WEST, INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711

EXHIBIT 1
PROPOSED 2018 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 (One Vessel Change out 20,000lbs). - Install shade cover utilizing solar power. <p><u>Notes:</u> The routine O&M monthly costs are reduced by 13% due to system upgrades allowing for less frequent site visits. The estimated spend for routine O&M in 2018 is \$22,710 less than 2017.</p>	\$206,713
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 estimated spend for 2018 is 17% less than 2017. This reduction of approximately \$12,000 is due to approval of reduced sampling frequency.</p>	\$50,958
PROJECT MANAGEMENT		
Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. 	\$21,056
PROPERTY LEASE		
Third 5-year Lease Agreement	<ul style="list-style-type: none"> - Lease of the property for the TOP Treatment System from 1 August 2018 through 31 July 2023. Based on 2.5% inflation rate. 	\$126,980
Anticipated 2018 Budget Needs/Request =		\$405,707
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2017 TO BE USED IN 2018		
System O&M Phase 10	We estimate that approximately \$60,000 of the approved budget will remain at the end of 2017 for Phase 10. Our 2018 proposed budget for system O&M reflects this remaining budget from 2017 to be used in 2018.	\$60,000
Site Monitoring Phase 40	We estimate that approximately \$10,000 of the approved budget will remain at the end of 2017 for Phase 40. Our 2018 proposed budget for Ground Water Monitoring reflects this remaining budget from 2017 to be used in 2018.	\$10,000
Project Management Phase 50	We estimate that approximately \$1,000 of the approved budget will remain at the end of 2017 for Phase 50. Our 2018 proposed budget for Project Management reflects this remaining budget from 2017 to be used in 2018.	\$1,000
Anticipated 2017 Unused Budget to be Used in 2018 =		\$71,000

**AMENDMENT NO. 11 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ERM-WEST, INC. (FORMERLY ERM
REMEDICATION & CONSTRUCTION MANAGEMENT WEST, INC.)**

THIS AMENDMENT NO. 11 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective MARCH 16, 2019, 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; Amendment No. 6 dated September 8, 2014; Amendment No. 7 dated February 2, 2015; Amendment No. 8 dated March 21, 2016; Amendment No. 9 dated November 16, 2016; and Amendment No. 10 dated March 27, 2018 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, where under 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. 11 to the Agreement and coordinate with the 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 2019 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 \$441,778, 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 11, shall not exceed \$3,955,100.

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 10, all provisions of the Agreement shall continue in effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 11 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

By: [Signature]
Kevin Meikle
Director of Aviation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature] 2/26/19
Brandon M. Collet Date
Senior Deputy

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

By: [Signature] 3-15-19
Deputy Maxwell Carlson

Addresses:

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

ERM-WEST, INC.
A California corporation

By: _____

Name: _____

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

By: [Signature]

Name: Gregory J. Wheeler

Title: Partner
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: 2472

Name: P. G.

Date of Issuance: 2006

CONSULTANT:
ERM-WEST, INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711

EXHIBIT 1
 PROPOSED 2019 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 two times (Two Vessel Change out 40,000lbs total). - Airknife clearance of footings for solar canopy and installation oversight. <p><u>Notes:</u> The routine O&M monthly costs are increased by approximately \$100,000 due to an additional carbon changeout estimated for 2019 and increased cost of GAC.</p>	\$308,680
SITE MONITORING	<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 and sampling associated with Well 70 rehabilitation and pump replacement activities and shut down. - Prepare quarterly progress reports. - Locate wells 33B, 38B, 39B, and 44B. Evaluate well, modify well box and well elevation, and resurvey top of casing as needed. - Clear blockage and redevelopment in well 44B. Workplan for well abandonment and field implementation if cannot salvage well. <p><u>Notes:</u> The estimated spend for 2019 is similar to 2018 despite inclusion of increased labor costs.</p>	\$109,318
PROJECT MANAGEMENT Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. 	\$23,780
Anticipated 2019 Budget Needs/Request =		\$441,778
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2018 TO BE USED IN 2019		
System O&M Phase 10	<p>We estimate that approximately \$14,000 of the approved budget will remain at the end of 2018 for Phase 10.</p> <p>Our 2019 proposed budget for System O&M reflects an increase in \$7,500 to account for well 39B repairs resulting in \$6,500 to be used in 2019.</p>	\$6,500
Site Monitoring Phase 40	<p>We estimate that approximately \$0 of the approved budget will remain at the end of 2018 for Phase 40.</p>	\$0
Project Management Phase 50	<p>We estimate that approximately \$0 of the approved budget will remain at the end of 2018 for Phase 50. Our 2019 proposed budget for Project Management reflects no carry over of 2018 unused budget.</p>	\$0
Anticipated 2018 Unused Budget to be Used in 2019 =		\$6,500

**AMENDMENT NO. 12 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. 12 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective 14 January, 2020, 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; Amendment No. 6 dated September 8, 2014; Amendment No. 7 dated February 2, 2015; Amendment No. 8 dated March 21, 2016; Amendment No. 9 dated November 16, 2016; Amendment No. 10 dated March 27, 2018; and Amendment No. 11 dated March 16, 2019 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, where under 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. 12 to the Agreement and coordinate with the 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 2020 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 \$148,079, 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 12, shall not exceed \$4,103,179.

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 11, all provisions of the Agreement shall continue in effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 12 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: [Signature]
Kevin Meikle
Director of Aviation

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: [Signature] 2/3/2010
Brandon M. Collet Date
Senior Deputy

By: [Signature]

Name: Gregory J. Wheeler

Title: Partner
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

By: [Signature] 2/28/2010
Deputy BEATRICE LOPEZ

Any Applicable Professional License:

Number: 2472

Name: P.G.

Date of Issuance: 2006

Addresses:

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

CONSULTANT:
ERM-WEST, INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711

EXHIBIT 1
PROPOSED 2020 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 pump (one event). - Replace the GAC media in the primary treatment vessel (One Vessel Change out 40,000 lb total) <p><i>Notes: The routine O&M monthly costs are decreased by approximately \$100,000 due to two carbon change outs estimated for 2019 not occurring. These unused costs will be carried over for use in 2020.</i></p>	\$55,737
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. - Complete hydrocapture analysis for TOP and Well 70 pumping activity. - Management of Equis database. <p><i>Notes: The estimated spend for 2020 is similar to 2019 despite inclusion of rate changes.</i></p>	\$72,743
PROJECT MANAGEMENT Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. 	\$19,599
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2019 TO BE USED IN 2020		Anticipated 2020 Budget Needs/Request = \$148,079
System O&M Phase 10	Approximately \$100,000 of the approved budget will remain at the end of 2019 for Phase 10. This is due to two carbon change outs not conducted during 2019 due to decreased loading of the vessels as well as increase efficiency (decrease of a day) by the contractor when completing change out events and the need to visit the site as often with the installation of the remote telemetry. The 2020 proposed budget for System O&M reflects this carry over of 2019 unused budget.	\$100,000
Site Monitoring Phase 40	Approximately \$32,000 of the approved budget will remain at the end of 2019 for Phase 40. The 2020 proposed budget for Site Monitoring reflects this carry over of 2019 unused budget.	\$32,000
Project Management Phase 50	Approximately \$7,700 of the approved budget will remain at the end of 2019 for Phase 50. The 2020 proposed budget for Project Management reflects this carry over of 2019 unused budget.	\$7,700
Anticipated 2019 Unused Budget to be Used in 2020 =		\$139,700

**AMENDMENT NO. 13 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. 13 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective December 10th, 2020, 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 (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; Amendment No. 6 dated September 8, 2014; Amendment No. 7 dated February 2, 2015; Amendment No. 8 dated March 21, 2016; Amendment No. 9 dated November 16, 2016; Amendment No. 10 dated March 27, 2018; Amendment No. 11 dated March 16, 2019; and Amendment No. 12 dated February 27, 2020 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, where under 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. 13 to the Agreement and coordinate with the 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 2021 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 \$210,732, 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 13, shall not exceed (\$4,313,911).

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 10% City share until the City has received the foregoing shares from Boeing and USACE.

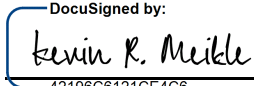
4. Consultant shall report directly to the City of Fresno, Director of Aviation or a designated representative.

5. Except as expressly provided herein, or as previously set forth in Amendment Numbers 1 through 12, all provisions of the Agreement shall continue in effect.

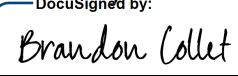
[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 13 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

By: 
42196C6121CE4C6
Kevin Meikle
Director of Aviation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  11/23/2020
1CFC5444CA862DB
Brandon M. Collet Date
Senior Deputy

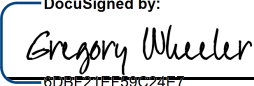
ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

By:  12/11/2020
2F1BC57F778C4E1...
Deputy

Addresses:

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

ERM-WEST, INC.,
A California corporation

By:  11/23/2020
8DBF21EF39C24E7...
Name: Gregory J. Wheeler

Title: Partner - Area Manager
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

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

Any Applicable Professional License:
Number: 2472
Name: P.G.
Date of Issuance: 2006

CONSULTANT:
ERM-WEST, INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711

**AMENDMENT NO. 14 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. 14 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective 3/10/2022, 2022, 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; Amendment No. 6 dated September 8, 2014; Amendment No. 7 dated February 2, 2015; Amendment No. 8 dated March 21, 2016; Amendment No. 9 dated November 16, 2016; Amendment No. 10 dated March 27, 2018; Amendment No. 11 dated March 16, 2019; Amendment No. 12 dated February 27, 2020; and Amendment No. 13 dated December 10, 2020 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, where under 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. 14 to the Agreement and coordinate with the 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:

**AMENDMENT NO. 15 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ENVIRONMENTAL RESOURCES MANAGEMENT, INC.
(FORMERLY ERM-WEST, INC.) (FORMERLY ERM
REMEDIATION & CONSTRUCTION MANAGEMENT WEST, INC.)**

THIS AMENDMENT NO. 15 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective 5/31/2023, 2023, by and between the CITY OF FRESNO, a municipal corporation (City), and Environmental Resources Management, INC., a Pennsylvania Corporation, formerly ERM-West, 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; Amendment No. 6 dated September 8, 2014; Amendment No. 7 dated February 2, 2015; Amendment No. 8 dated March 21, 2016; Amendment No. 9 dated November 16, 2016; Amendment No. 10 dated March 27, 2018; Amendment No. 11 dated March 16, 2019; Amendment No. 12 dated February 27, 2020; Amendment No. 13 dated December 10, 2020; and Amendment No. 14 dated January 13, 2022 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, where under 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. 15 to the Agreement and coordinate with the 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 2023 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 \$789,014, 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 15, shall not exceed \$5,463,939.

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 14, all provisions of the Agreement shall continue in effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 15 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

DocuSigned by:
By: Henry Thompson 5/31/2023
Henry Thompson
Director of Aviation

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:
By: Brandon M. Collet 4/27/2023
Brandon M. Collet Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By: Tina M. Your 6/1/2023
Deputy

Addresses:

CITY:
City of Fresno
Attention: Henry Thompson
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 498-5549

Environmental Resources Management,
INC.
A Pennsylvania corporation

DocuSigned by:
By: Truong Mai 4/27/2023
Name: Truong Mai

Title: Vice President
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)
DocuSigned by:
By: Gregory J. Wheeler 4/27/2023
Name: Gregory J. Wheeler

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

Any Applicable Professional License:
Number: 2472
Name: P.G.
Date of Issuance: 2006

Environmental Resources Management,
INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711

1. The Consultant shall perform the additional services described in “Proposed 2022 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 \$361,014, 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 14, shall not exceed \$4,674,925.

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 13, all provisions of the Agreement shall continue in effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 14 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

DocuSigned by:
By: Henry Thompson 12/10/2022
B0806E6B460488...

Director of Aviation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon Collet 12/20/2021
1CFC5444CAA64DB...
Brandon M. Collet Date
Senior Deputy

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By: Bernard Caner 12/15/2022
2F1BC57F778C4E1...
Deputy

Addresses:

CITY:
City of Fresno
Attention: Richard Madrigal
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 621-4528

Attachment: Exhibit 1

ERM-WEST, INC.,
A California corporation

DocuSigned by:
By: Gregory Wheeler 12/13/2021
6DBF21EF59C24E7...

Name: Gregory J. Wheeler

Title: Partner - Area Manager
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

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

Any Applicable Professional License:
Number: 2472
Name: P.G.
Date of Issuance: 2006

CONSULTANT:
ERM-WEST, INC.
Attention: Gregory J. Wheeler
Partner
5001 California Ave, Suite 205
Bakersfield, CA 93309 - 1692
Phone: 949-623-4700
FAX: 949-623-4711