

**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
REMEDICATION & 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

ERM-WEST, INC.,
A California corporation

By: _____
Kevin Meikle
Director of Aviation

DocuSigned by:
By: Gregory Wheeler 11/23/2020
6DBF21EF39C24E7...
Name: Gregory J. Wheeler

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

DocuSigned by:
By: Brandon Collet 11/23/2020
1CF65444CA1624DB
Brandon M. Collet Date
Senior Deputy

By: _____
Name: _____

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

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

By: _____
Deputy

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