

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

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT (Amendment) is entered into effect on _____, 2025 between the CITY OF FRESNO, a California municipal corporation (City), and KLEINFELDER, INC. a California Incorporation (Consultant).

RECITALS

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

WHEREAS, the City and the Consultant entered into the First Amendment on January 16, 2024, to amend the scope of work and increase the total compensation of the Agreement by \$20,200; and

WHEREAS, the City and Consultant entered into a Second Amendment on July 25, 2024, to provide revisions to the feasibility study by changing the recommended alternative, extending the Agreement to February 28, 2025, and increasing the amount by \$85,200; and

WHEREAS, the City and Consultant now desire to enter into a Third Amendment to extend the term of the agreement for one-year retroactive from February 28, 2025, through February 28, 2026, and amend the scope of services; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City and affirms that it will abide by all obligations contained in the agreement entered into on October 20, 2023, with no gaps in obligations thereunder.

AGREEMENT

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


1. The recitals to this Amendment are incorporated and made a part of this Agreement
2. The no-cost extension shall extend the term of the Agreement through February 28, 2026.
3. Total compensation shall not increase.
4. The Scope of Work for the Agreement is amended as indicated in Exhibit A, attached hereto and incorporated herein by reference.
5. Except as otherwise provided herein, the Agreement, and all obligations contained therein remain in full force and effect.

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

CITY OF FRESNO,
A California municipal corporation

KLEINFELDER, INC.,
A California incorporation

By: _____
Georgeanne A. White,
City Manager

DocuSigned by:

By: _____
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Name Mark Connelly

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

Signed by:

By: _____ 6/12/2025
66086C14193B4F5...
Christine C. Charitar Date
Deputy City Attorney

DocuSigned by:

By: _____
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Name: Jennifer Rios

ATTEST:
TODD STERMER, MMC
City Clerk

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

By: _____
Deputy Date

Addresses:

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

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

Attachments:

- 1. Exhibit A - Scope of Services

EXHIBIT A

REVISED SCOPE OF WORK

Additional Environmental Consulting Services – Site Decommissioning Activities Former Imperial Cleaners City of Fresno, PARCS Department Property, 2165 South Elm Street Fresno, CA 93706

SCOPE OF WORK

Kleinfelder has developed this proposed scope of work for Site decommissioning for the Former Imperial Cleaners in Fresno, California (Site).

The purpose of the site decommissioning is in response to a Central Valley Regional Water Quality Control Board (CVRWQCB) letter dated February 14, 2025, wherein they stated that no further assessment of vapor intrusion at the Site is recommended at this time. The CVRWQCB has requested a work plan to decommission vapor probes, well IL-MW-1 and all infrastructure related to Site assessment. This scope of work includes a summary of proposed tasks, cost estimates, and assumptions.

The proposed scope of work consists of the following tasks:

Task 1 – Pre-Field Activities

Task 2 - Field Activities for Decommissioning and Waste Removal

Task 3 - Preparation and Submittal of a Decommissioning
Activities Report Task 4 – Optional Tasks

TASK 1 – PRE-FIELD ACTIVITIES FOR DECOMMISSIONING

Kleinfelder will perform the following tasks before conducting the on-Site decommissioning:

- Prepare a work plan outlining the plans to decommission existing vapor probes, one groundwater monitoring well, vapor pressure probes, and sub-slab vapor points.
- Review and modify the existing Health and Safety Plan to identify key project personnel, potential Site health and safety concerns, and to designate appropriate personal protective equipment (PPE) levels.
- Obtain appropriate City of Fresno Well/Boring permits for decommissioning and pay associated fees.
- Mark out locations in white chalk or paint and obtain Underground Services Alert (USA) North clearance for public utilities.
- Coordinate with appropriate subcontractors.

Pre-field and field activities will be conducted under the direction of a State of California Professional Geologist (PG) or Professional Engineer (PE).

TASK 2 - FIELD ACTIVITIES FOR DECOMMISSIONING AND WASTE REMOVAL

The following field activities are anticipated for decommissioning of existing vapor probes, one groundwater monitoring well, vapor pressure probes, and sub-slab vapor points.

Subsurface Utility Clearance

Because USA North may not enter private property, Kleinfelder will engage a private utility locator to clear the locations that will be over-drilled.

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

Infrastructure Decommissioning

During previous investigation activities at the Site, five (5) multi-depth soil vapor probes, four (4) 1-inch- diameter PVC vapor pressure probes, one (1) groundwater monitoring well, and four (4) sub-slab vapor pins were installed. Each of these points will be properly decommissioned in accordance with the State of California requirements for well destruction and vapor probe decommissioning, as well as City of Fresno permit requirements.

The monitoring well will be pressure grouted. The upper 5 feet of the well will be over-drilled, with the well casing at that interval and the well box removed. The upper 5-feet will be backfilled with clean sand and covered with clean soil.

Vapor probes will have their valves and the well heads removed. Probe tubing will either be pulled out through the bentonite or filled with caulk and left in place below the ground surface. The top of the probe's well head will be filled with clean sand and completed to match the existing surface (i.e., soil or asphalt).

Vapor pressure points will be overdrilled to 5 feet bgs and backfilled with clean play sand. Sub-slab points will have the sample pin removed and the concrete floor patched.

Concrete, rubble, and well casing will be transported from the Site by the drilling subcontractor and disposed as non-hazardous waste.

TASK 3 – PREPARATION AND SUBMITTAL OF A DECOMMISSIONING ACTIVITIES REPORT

Field conditions and the results of decommissioning activities will be presented in a report to the CVRWQCB. The report will include a description of decommissioning activities performed at the various locations.

TASK 4 – OPTIONAL TASKS

Task 4a - Revise Feasibility Study

Kleinfelder submitted a draft Feasibility Study (FS) to the CVRWQCB, which included the City's preferred alternative of conventional soil excavation and off-Site transportation and disposal. It is Kleinfelder's understanding that City wishes to change the recommended alternative to Land Use Controls (LUCs) and Soil Management Plan preparation. Based on the delay in the finalization of this report, Kleinfelder recommends that price indexing be updated to new published costs as well as changing the preferred alternative in the FS.

Task 4b – Remedial Action Work Plan Preparation

Kleinfelder will prepare a Remedial Action Work Plan (RAW) to implement Alternative 2 - Land Use Controls and Soil Management Plan. This RAW would include the following elements.

- Site History and Background
- Extent of Contamination
- Remedial Action Objective
- Plan to design and implement LUCs consistent with current and future land use to prevent or manage disturbance of potentially impacted soil or soil vapor, and to prohibit development of the Site for residential or sensitive receptor uses. The LUCs would be established through the execution of a Land Use Covenant between City of Fresno and the CVRWQCB. The Land Use Covenant would be recorded with Fresno County.

Task 4c – Remedial Action Work Plan Implementation

The Remedial Action Work Plan implementation will comprise of the preparation of preparation of a Soil Management Plan (SMP), coordination with City and County personnel to document LUCs, deed restrictions, and other administrative steps. This will include coordination with City Legal Department Staff. In addition, a Remedial Action Completion Report (RACR) will be prepared and submitted to the City for review and submitted to the CVRWQCB following preparation of the Soil Management Plan and establishment of LUCs.

Task 4d - Prepare a Draft Public Notice and List of Applicable Parties

Based off our FS, we assume the CVRWQCB will prepare a draft Public Notice and case closure notification and a list of parties that include owners and occupants of all parcels

adjacent to the impacted property. We will assist the City in communication with the CVRWQCB in regard to the Public Notice.

Task 4e – Distribute Final Public to Applicable Parties

After the CVRWQCB has reviewed and commented on the draft public notice, Kleinfelder will incorporate comments, then mail copies to applicable identifiable parties. Kleinfelder will assist the City with responses to any comments received during the 60-day public comment period.

FEE ESTIMATE

Based on the level of effort and scope of work described herein, Kleinfelder has developed a budget estimate. Kleinfelder has approximately \$60,000 remaining in our contract signed in July 2024. We can complete the decommissioning tasks for \$31,040, and several of the optional tasks under this contract. After application of the remaining \$28,960, the balance of the unfunded optional tasks is less than \$38,000. The budget estimate is summarized below.

Table of Estimated Fees		
Task	Description	Fee
1	On-Site Pre-Field Activities Labor	\$11,290
2	On-Site Field Activities Labor	\$5,700
2B	On-Site Field Activity Subcontractors	\$7,080
3	Reporting	\$6,970
Investigation Infrastructure Decommissioning		\$31,040
4	Optional Tasks	\$66,240
Total with Optional Tasks		\$97,280

SCHEDULE

With the existing obligated funds, we are assuming the work plan can be completed within two weeks of notice to proceed for submittal to the City, and that the existing infrastructure decommissioning can be completed by June, given reasonable turnaround of work plan approval by CVRWQCB.

ASSUMPTIONS AND CLIENT RESPONSIBILITIES

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

- This proposal assumes that a simple work plan for submittal to CVRWQCB will be required for decommissioning of the monitoring well and vapor probes.
- This proposal assumes that permit costs for well destruction from the City will be waived.
- The City will provide or arrange right-of-entry and unrestricted access to the Community Center property for existing VMP assessment activities.
 - The City will provide or arrange right-of-entry and unrestricted access to the off-Site properties to be assessed.
 - Sample locations will be made accessible for drilling activities including use of a drill rig and concrete coring, as described above.
 - Unanticipated conditions that may be present (i.e., inability to clear or core through concrete or multiple mobilizations for off-Site properties) or that would require additional study, assessment, or remediation, will be provided at additional costs upon approval.
 - The revised draft FS, draft RAW, draft RACR will each be submitted to the City and the CVRWQCB for review and comment. Comments received from both entities are anticipated to be minimal. Addressing more extensive comments can be provided at an additional cost, and will be discussed with the City subsequent to receipt of those comments.
 - Costs do not include work the City and County will provide for initiation and maintenance of LUCs, or periodic fees associated with maintaining LUCs.
 - Estimated labor hours include the following: A half a day for the geophysical survey and one day to conduct decommissioning activities.

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

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond

the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal. This proposal was prepared specifically for the City and its designated representatives and may not be provided to others without Kleinfelder's express permission.

FIGURES

- 1 – Site Location Map
- 2 – Site Vicinity Map

Figure 1 - Site Location Map

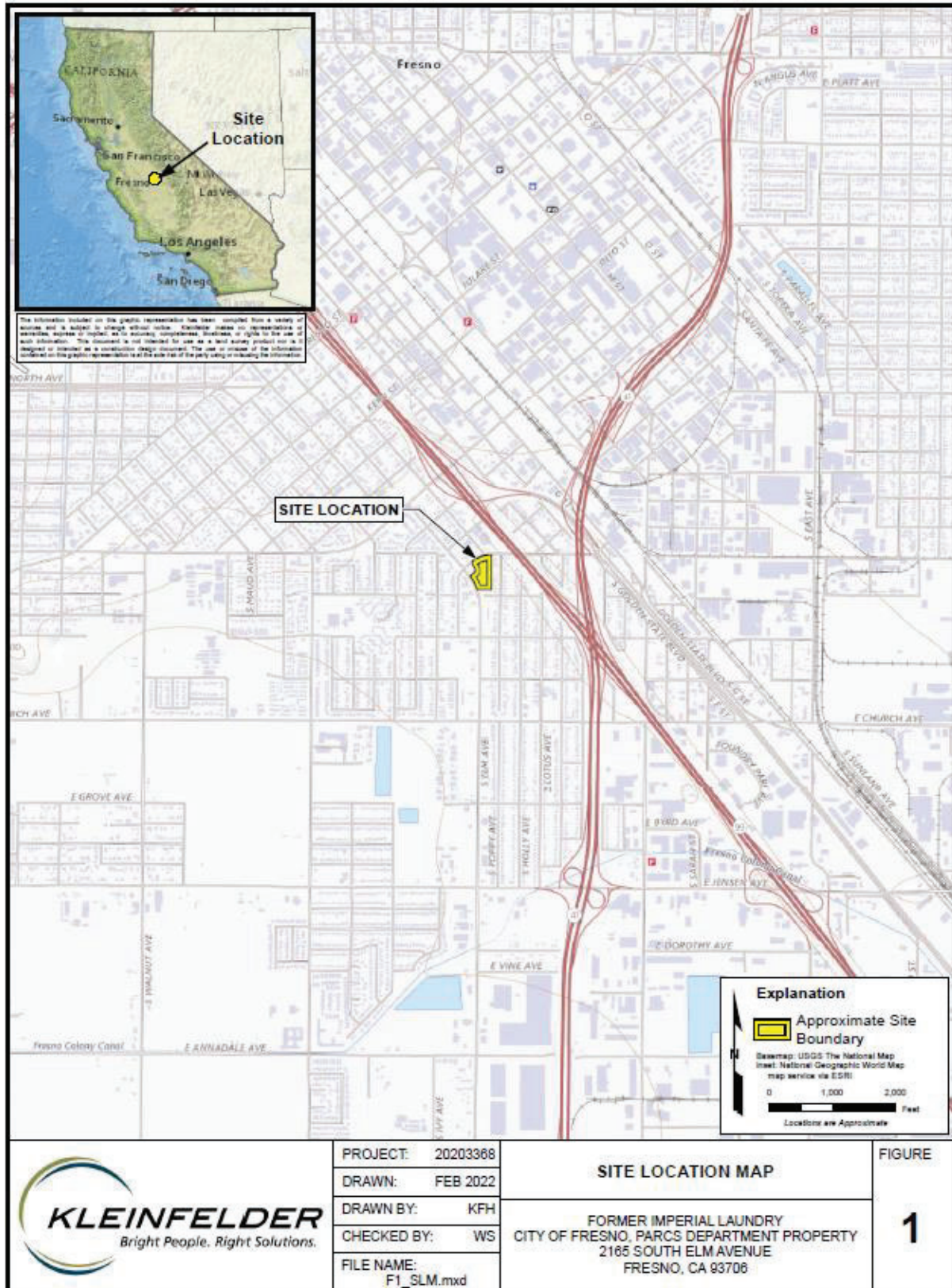


Figure 2 - Site Vicinity Map



Explanation


- Approximate Site Boundary
- Assessor's Parcel Boundary

Aerial © Google Earth, Image dated 6/23/2018.

0 40 80 Feet

Locations are Approximate

The information included on this graphic representation has been compiled from a variety of sources and is subject to change without notice. KLEINFELDER makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a final survey product nor is it designed or intended as a construction design document. The use or misuse of the information contained on this graphic representation is at the sole risk of the party using or misusing the information.

	PROJECT:	20222366	<p>SITE VICINITY MAP</p> <p>PHASE I ENVIRONMENTAL SITE ASSESSMENT MAXIE L. PARKS COMMUNITY CENTER 1802 EAST CALIFORNIA AVENUE FRESNO, CALIFORNIA</p>	FIGURE
	DRAWN:	OCT 2021		2
	DRAWN BY:	K. HAGAN		
	CHECKED BY:	S. BIRARDI		
FILE NAME:	Figure2.mxd			