

**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
REMEDICATION & 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: _____
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: Brandon M. Collet 2/3/2020
Brandon M. Collet Date
Senior Deputy

By: Gregory J. Wheeler
Name: Gregory J. Wheeler

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

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

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

By: _____
Deputy

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
<i>Anticipated 2020 Budget Needs/Request =</i>		\$148,079
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2019 TO BE USED IN 2020		
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 remaining 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
<i>Anticipated 2019 Unused Budget to be Used in 2020 =</i>		\$139,700