

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ^{5th} day of ^{May}, 2022, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Blair, Church & Flynn Consulting Engineers, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, dated August 19, 2021 (Agreement) to provide professional engineering services for the Van Ness Avenue Water Transmission Grid Main (Project) for a total fee of \$287,700, which includes a contingency of \$30,000; and

WHEREAS, on November 17, 2021, the first Amendment to the Agreement was executed utilizing \$10,527 of project contingencies to expand the Consultant's scope of services to include an underground utilities evaluation and increasing the Consultant's total fee to \$268,227 with a remaining contingency of \$19,473; and

WHEREAS, on March 18, 2022, The second Amendment to the Agreement was executed utilizing \$18,921 of project contingencies to expand the Consultant's scope of services to include providing additional engineering services for the project and increasing the Consultant's total fee to \$287,148 with a remaining contingency of \$552; and

WHEREAS, City desires to expand the Consultant's scope of services including, but not limited to, Soil Sampling and development of a Soil Management Plan

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by using the remaining contingency of \$552 and an additional \$39,268, increasing the Consultant's fee by \$39,820 for a total fee not to exceed \$326,968; and

WHEREAS, with entry into this Amendment, Consultant agrees that Consultant has no claim, demands, or disputes against City.

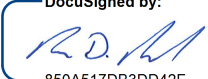
AGREEMENT

NOW, THEREFORE, the City and the Consultant agree that the aforesaid Agreement be amended as follows:

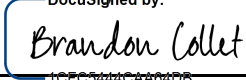
1. **Exhibit A** of the Agreement is amended to expand the scope of services indicated in **Exhibit A1**, attached hereto and incorporated herein by reference.
2. Except as otherwise provided herein, the Agreement, and the Amendments, entered into on August 19, 2021, November 17, 2021, and March 18, 2022, respectively, remain in full force and effect.

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

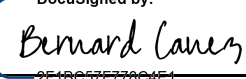
CITY OF FRESNO,
a California municipal corporation

DocuSigned by:
By:  5/5/2022
850A517DB3DD42F...
Brock D. Buche, PE, PLS
Interim Director
Department of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By:  4/6/2022
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Brandon M. Collet
Senior Deputy City Attorney

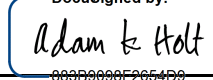
ATTEST:
TODD STERMER, CMC, MMC
City Clerk

DocuSigned by:
By:  5/5/2022
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Bernard Canez
Deputy
Date

Blair, Church & Flynn Consulting
Engineers, a California Corporation

DocuSigned by:
By:  4/6/2022
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Name: David Mowry

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

DocuSigned by:
By:  4/6/2022
000B9000F2054D0...
Name: Adam K Holt

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

Attached: Exhibit A1



Luis Gonzalez, PE, Civil Engineer • lgonzalez@bcf-engr.com
451 Clovis Ave, Suite 200 • Clovis CA 93612 • Tel (559) 326-1400

Beth Field
City of Fresno – Department of Public Utilities
Utilities Planning and Engineering
2101 G Street, Building A
Fresno, CA 93706

February 23, 2022
File No. 221-0232

Exhibit A1

Subject: **Amendment No. 3
Van Ness Avenue Water Transmission Grid Main – Soil Sampling
and Management Plan**

Dear Beth:

Blair, Church & Flynn is pleased to present this amendment to the project scope of services for soil sampling and the preparation of a soil management plan for the Van Ness Avenue Water Transmission Grid Main project.

Project Understanding

Blair, Church & Flynn (BCF) is currently under contract with the City of Fresno to design a water transmission grid main (TGM) within Van Ness Avenue and the associated services for properties along Van Ness. During the preparation of the project environmental documents, a number of historical locations were discovered along Van Ness Avenue, and trolley tracks were found within Van Ness Avenue. These existing features may pose a risk of contaminated soils in the project area, and BCF requested two (2) proposals from Krazan & Associates, Inc. (Krazan) to perform soil sampling, and to prepare a soil management plan as needed depending on the results of the soil sampling efforts. This amendment includes the scope of services to complete the soil sampling work, and the soils management plan as needed; see Exhibits B and C for the two (2) proposals prepared by Krazan that include a detailed breakdown of the work to be completed.

Scope of Services

- I. Soil Sampling (See attached scope in Exhibit B)
- II. Soil Management Plan (See attached scope in Exhibit C)

Services Outside of Scope

Services not included under our scope of work, but that may be provided upon request, include the following:

1. Environmental studies and investigations
2. Preparation of Stormwater Pollution Prevention Plan (SWPPP)
3. Field boundary surveys, property corner surveys or preparation of records of survey
4. Analysis or studies outside those already performed
5. Preparation of bid documents outside that of the technical specifications

6. Acquisition of building permits
7. Attendance at public meetings beyond those described above
8. Design services related to the relocation of franchise utilities
9. Construction staking
10. Daily construction inspection and testing
11. Payment of fees
12. Acquisition of title information

Professional Services Fee

Blair, Church & Flynn will provide the engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A, with total professional fees not to exceed the estimated amounts as follows:

Soil Sampling	\$34,705.00
Soils Management Plan	\$5,115.00
TOTAL PROFESSIONAL SERVICES FEE	\$39,820.00

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

Schedule

Blair, Church & Flynn will continue work on the project in coordination with the City.

Please don't hesitate to contact me at (559) 326-1400 if you have any questions.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Luis Gonzalez, PE
Project Manager

Exhibit A: Professional Services Fee Schedule

General Consulting Prevailing Wage 2021

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal	\$170.00/Hour
Program Manager	\$165.00/Hour
Professional Engineer 3	\$160.00/Hour
Professional Engineer 2	\$150.00/Hour
Professional Engineer 1	\$140.00/Hour
Assistant Engineer 3	\$120.00/Hour
Assistant Engineer 2	\$110.00/Hour
Assistant Engineer 1	\$105.00/Hour
Professional Land Surveyor 2	\$150.00/Hour
Professional Land Surveyor 1	\$140.00/Hour
Assistant Surveyor	\$105.00/Hour
Land Services Technician	\$95.00/Hour
Professional Landscape Architect	\$125.00/Hour
Landscape Designer	\$100.00/Hour
Design Technician	\$110.00/Hour
CAD Technician 3	\$98.00/Hour
CAD Technician 2	\$88.00/Hour
CAD Technician 1	\$75.00/Hour
Environmental Consultant	\$120.00/Hour
Construction Manager	\$120.00/Hour
Construction Inspector**	\$100.00/Hour
Construction Administrator	\$85.00/Hour
Staff Analyst	\$90.00/Hour
Administrative Assistant	\$65.00/Hour
Engineering Aide	\$55.00/Hour
Survey Party Mobilization	\$80.00/Hour
1-Man Survey Party**	\$180.00/Hour
2-Man Survey Party**	\$350.00/Hour
LiDAR Scanner	\$200.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10
Mileage	@ Current IRS Rate

** May be subject to change based upon revisions to the State of California Prevailing Wage Determinations

EXHIBIT B



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

February 22, 2022

Proposal No. P22-058R

Mr. Adam Holt
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
aholt@bcf-engr.com

RE: Revised Proposal and Cost Estimate
Soil Sampling
Van Ness Avenue Water Transmission Grid Main 221-0232 Project
Van Ness Avenue between Divisadero Street and Merced Street
Fresno, California

Dear Mr. Holt:

Pursuant to your request, Krazan & Associates, Inc. (Krazan) has prepared this Revised Proposal and Cost Estimate associated with soil sampling on Van Ness Avenue between Divisadero Street and Merced Street. The proposed work is based on Blair, Church & Flynn Consulting Engineers, Inc. (BCF or client) January 13, 2022 e-mail requesting a proposal and cost estimate for soil sampling and the preparation of a Soil Management Plan (SMP) based on mitigation measures presented in an October 29, 2021 Hazardous Materials Survey (HMS) – CEQA Question d. Summary Report prepared by Rincon Consultants, Inc. (Rincon). The proposed project consists of designing a Water Transmission Grid Main (TGM) within the Van Ness Avenue right-of-way between Divisadero Street and Merced Street. The project is proposed in two (2) phases. Phase I includes construction of the proposed TGM within Van Ness Avenue between Amador and Calaveras Streets and Phase II includes construction within Van Ness Avenue between Divisadero and Amador Streets.

On behalf of the City of Fresno, BCF requested that Krazan prepare this revised proposal to assess soil in the project area as described herein. This revised proposal supersedes our Proposal No. P22-058 dated January 27, 2022.

BACKGROUND

October 29, 2021 Hazardous Materials Survey Summary Report

Rincon's report indicated that based on historical industrial land use, soil and soil vapor beneath the construction area may be potentially impacted with total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), and heavy metals and potentially significant impacts to human health may exist. During construction and prior to project construction, subsurface investigations and remediation efforts (if warranted) should be completed. Rincon stated that with implementation of three mitigation measures (HAZ-1 through HAZ-3), hazardous material impacts to human health during construction will be less than significant. The three mitigation measures recommended by Rincon are summarized below.

During a scoping meeting with the City of Fresno and BCF, a potential electric railroad similar to that described by Rincon as being present along Stanislaus Street may exist beneath Van Ness Boulevard based on geophysical survey findings. Assessment of impacts related to this potential railroad was requested.

Mitigation Measure HAZ-1 - Pre-Construction Soil Sampling

The soil sampling shall be completed prior to construction and in accordance with City of Fresno standard operating procedures for soil sampling. The project applicant shall retain a qualified environmental consultant, California Professional Geologist (PG) or California Professional Engineer (PE), to prepare a pre-construction soil sampling scope for the project that will be developed to determine whether soil and/or soil vapor has been impacted at concentrations exceeding San Francisco Regional Water Quality Control Board environmental screening levels (ESLs) for construction worker health risks and commercial/industrial land uses.

As part of the pre-construction soil sampling, the qualified environmental consultant shall screen the analytical results against the ESLs. ESLs are risk-based screening levels for direct exposure of a construction worker under various depth and land use scenarios. The City of Fresno (lead agency) shall review and approve the results of the soil sampling prior to construction.

If results of the soil sampling indicate that contaminants are detected in the subsurface at the project site, the project applicant shall take the following steps to protect site workers and the public. This shall include the preparation of an SMP for Impacted Soils (see Mitigation Measure HAZ-2) prior to project construction. The lead agency shall review and approve the results of the soil sampling prior to construction.

If results of the soil sampling indicate that contaminants are present at concentrations exceeding hazardous waste screening thresholds for contaminants in soil (California Code of Regulations [CCR] Title 22, Section 66261.24 Characteristics of Toxicity), the project applicant shall complete a remediation plan (see Mitigation Measure HAZ-3) that shall list the required steps to protect site workers and the public. This remediation plan and implementation shall be conducted at the proposed project prior to or during onsite construction.

Mitigation Measure HAZ-2 - Soil Management Plan for Impacted Soil

If impacted soil or other impacted waste are present at the project site, the project applicant shall retain a qualified environmental consultant (PG or PE), to prepare an SMP prior to construction. The SMP, or equivalent document, shall be prepared to address onsite handling and management of impacted soil or other impacted waste, and reduce hazards to construction workers and offsite receptors during construction. The plan must establish remedial measures and/or soil management practices to ensure construction worker safety, the health of future workers and visitors, and the off-site migration of contaminants from the site. These measures and practices shall include, but are not limited to:

- *Stockpile management including stormwater pollution prevention and the installation of Best Management Practices (BMPs)*
- *Proper disposal procedures of contaminated materials*
- *Monitoring and reporting*
- *A health and safety plan for contractors working at the site that addresses the safety and health hazards of each phase of site construction activities with the requirements and procedures for employee protection*

- *The health and safety plan will also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction.*

The City of Fresno (lead agency) shall review and approve the Development Site Soil Management Plan for Impacted Soil prior to demolition and grading (construction).

Mitigation Measure HAZ-3 - Remediation

If soil present within the construction envelope at the development site contains chemicals at concentrations exceeding hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24), the project applicant shall retain a qualified environmental consultant (PG or PE), to conduct additional analytical testing and recommend soil disposal recommendations, or consider other remedial engineering controls, as necessary.

The qualified environmental consultant shall utilize the development site analytical results for waste characterization purposes prior to requiring specific offsite transportation and/or disposal requirements of identified impacted soils or other impacted wastes. The qualified environmental consultant shall provide disposal requirements and arrange for proper disposal of the waste soils or other impacted wastes (as necessary), and/or provide requirements for remedial engineering controls, if appropriate.

The project applicant shall review and approve the disposal requirements prior to transportation of waste soils offsite, and review and approve remedial engineering controls, prior to construction.

Additional analytical testing per landfill or recycling facility requirements; soil excavation; and offsite disposal or recycling shall be conducted if the remediation of impacted soil and/or implementation of remedial engineering controls, requires additional delineation of impacts.

The City of Fresno (lead agency) shall review and approve the development site disposal recommendations prior to transportation of waste soils offsite and review and approve remedial engineering controls, prior to construction.

As long as potentially impacted soil is handled and managed appropriately (disposed offsite and not reused) and remediation is completed (if warranted), impacts related to the exposure to chemicals remaining in soil and soil vapor beneath the project site would be considered Less than Significant with Mitigation Incorporated.

With implementation of Mitigation Measures HAZ-1 through HAZ-3, hazardous material impacts to human health during construction will be less than significant.

PURPOSE

Based on the recommended mitigation measures, the purpose of the proposed work is to collect and analyze soil samples for constituents of potential concern (COPCs) along the proposed water main and a SMP will be prepared to address handling and disposal of impacted soil if encountered during the soil assessment or construction activities.

SCOPE OF WORK

Pre-Field Activities

Krazan will prepare and implement a site-specific health and safety plan (HASP). The client will coordinate with the property owner regarding access to the property. Krazan will mark the proposed boring locations. The local underground utility alert service, USA North, will be contacted for marking of utilities. USA North marks to property boundaries as a matter of policy, and will not mark privately held property. Krazan will not be responsible for damage to equipment, personnel, utilities, or other property caused by encountering utilities that are not identified prior to subsurface exploration. Krazan will subcontract traffic control services to prepare a traffic plan for City of Fresno review and approval prior to the field activities.

Remediation

If impacted soils or potentially hazardous conditions are identified, then Krazan will prepare a Change Order to address these COPCs which would include remedial options and associated cost estimates.

Field Activities

Krazan's standard operating procedures (SOPs) will be following for sample collection, sample equipment decontamination, sample storage, transport, hold times, and chain-of-custody documentation.

Soil Sampling

Based on Figures provided in Attachment 1 of the HMS, conversations with the City of Fresno and the proposed pipeline length of approximately 2,700 feet, nine (9) locations (approximately one location per 300 linear feet) will be selected for soil sampling between the former electric railroad line and the proposed water main along Van Ness Avenue between Divisadero Street and Merced Street.

Each selected boring location will be cored to expose subsurface soils. Using a hand auger, soil borings will be drilled along the proposed path of the water main line. Soil borings will be advanced to approximately five (5) below ground surface (bgs), which appears to be the maximum depth of the proposed water main. Samples will be collected in soils below any paved flatwork such as asphalt, concrete and/or base rock. Samples will be collected at approximately one (1), three (3) and five (5) feet bgs in each soil boring. Soil samples will be field screened using a photo-ionization meter (PID) for volatile COPCs.

Using a slide-hammer, soil samples will be collected in 1.5-inch-diameter by six-inch-long stainless-steel sample sleeves. The ends of the sample sleeves will be covered with Teflon film and fitted with plastic end caps. The samples will be labeled with the sampler's initials, project number and the date and time of sample collection. Soil samples will be retained on ice in an ice chest and shipped under chain-of-custody protocol to a State-certified analytical laboratory.

Up to 27 soil samples will be analyzed for:

- VOCs by US EPA Method 8260 and collected by US EPA Method 5035;
- Total petroleum hydrocarbons-carbon chain length by US EPA Method 8015B; and
- CAM-17 Metals by US EPA Method 6020.

Soil borings will be backfilled using soil cuttings generated during the soil boring activities and non-hydrated bentonite chips, if needed. The surface will be patched with a cold-patch asphalt or concrete to match the existing surface.

Post-Field Activities

Following completion of the field and laboratory investigation activities, we will prepare a soil sampling summary report. The report will summarize the investigation methodology and will present the results of the chemical analysis of the soil samples. If contaminants are encountered, we will identify the contaminants and will include a comparison of the contaminant levels to State or Federal regulatory screening levels for soil. In addition to presenting our findings, the report will also include our conclusions and recommendations, based on the results of the investigation. The laboratory analytical reports, and other supporting documentation will be appended to the report. Additionally, Krazan will use the information provided in the soil sampling summary report to prepare the SMP.

APPLICABLE REGULATORY AGENCY REFERENCES

Krazan's evaluation of the results and findings associated with the soil sampling will include referencing the Revised January/July 2019 San Francisco Regional Water Quality Control Board's (SFRWQCB) ESLs referenced in the technical document titled, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*. According to the RWQCB's 2007 document, ESLs are considered to be conservative. Under most circumstances and within limits described by the SFRWQCB, the presence of a chemical in soil at concentrations below the corresponding ESL (Residential Exposure or Commercial/Industrial Exposure) for the respective constituent can be assumed not to pose a significant, long-term (chronic) threat to human health and the environment. Additional evaluation will generally be necessary at sites where a chemical is present at concentrations above the corresponding ESL.

SCHEDULE

We are prepared to initiate office activities immediately including the preparation of a site-specific HASP. We anticipate that the soil sampling at the subject site will require up to three (3) business days in the field to complete. Laboratory analyses will be completed on a standard 10 business day turn-around-time (TAT) frame. Based on the lead time for preparation of the HASP, scheduling and completion of the fieldwork and laboratory testing, we anticipate that the report will be available in approximately 25 business days from the date we are authorized to conduct the work.

COST OF SERVICES

We propose to perform our services on a time-and-materials, not to-exceed basis, without prior authorization, in accordance with the rates and basis of charges presented in our 2022 Fee Schedule. With consideration of the estimated time to perform the required field and subcontracted site services and preparation of the soil sampling summary report and SMP, the estimated cost for services is **\$31,550.00**

This revised proposal is valid for work authorized within 30 days of this proposal date. The cost estimate is subject to review after 30 days to address any potential cost increases associated with outside services, materials purchases or general cost-of-living adjustments. Where our services are authorized to commence within the next 30 days, our quoted rates and fee schedule shall remain in effect through completion of the specific scope of services presented herein. Krazan reserves the right to retract this proposal for its convenience after seven (7) days from issuance.

ASSUMPTIONS MADE IN PREPARING SCHEDULE AND COST ESTIMATES

- The client is responsible for site access for Krazan to conduct its on-site investigation activities between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- The City of Fresno and/or the client will contact USA North to mark member utilities.
- The City of Fresno and/or the client will mark out the proposed trace of the TGM and will assist Krazan in marking the locations where the soil borings will be completed.
- The fieldwork will be completed within approximately three (3) days.
- Krazan will conduct the fieldwork along the entire length of the proposed construction area on Van Ness Avenue from Divisadero Street to Merced Street in one (1) mobilization for traffic control, coring and drilling/sampling. If the fieldwork cannot be conducted in one (1) mobilization, a change order will be prepared to cover the cost of the additional mobilization.
- Hand auger drilling equipment will be able to reach the target depth of five (5) feet bgs without refusal.
- No more than nine (9) soil borings will be completed for soil sampling.
- No more than 27 soil samples will be submitted to the laboratory for chemical analysis.
- No soil vapor or groundwater sampling is proposed herein.
- Fieldwork will be conducted in Level D protection. If major contamination is encountered or suspected, and either higher levels of protection gear are required or additional sampling and analysis becomes warranted, you will be contacted to discuss an expanded scope of services and corresponding cost increase.
- The scope of work, costs and estimated timeline proposed herein do not include disposal of investigative derived waste, subsequent additional investigation, subsurface feature removal or remediation, if found to be warranted.

This revised proposed scope of services and the corresponding quoted fees and costs are based on our current understanding of your professional consulting needs on this project. We are committed to providing quality service to our clients, commensurate with your expressed needs and with consideration of the local standard of practice for the professional services offered herein. If a portion of this revised proposal does not meet your needs, please contact our office so that we can discuss any desired changes. Please be aware that changes in scope, methodology, scheduling and contract terms may result in changes to the risks assumed by you as our client, as well as an adjustment to our fees.

AUTHORIZATION

If this revised proposal meets with your approval, please sign and return the Agreement to us as our authorization to proceed. Payment terms will be established at the time of request for services. Please note that the limitation of liability clause under the heading of **Risk Allocation** on the enclosed Agreement is an integral part of our proposal and fee structure. This limitation of liability shall apply for services provided by Krazan & Associates, Inc. on the subject project regardless of the form of agreement ultimately executed. The amount of the limitation may be negotiated for an additional fee. If a higher limitation is desired, please contact our office so a revised proposal can be prepared. Upon receipt of the signed contract, we will execute the Agreement and return a signed original for your files. Signing of the Agreement will indicate that an authorized agent of *the client* has reviewed the scope of services and determined that they do not need or want more services than are being proposed at this time. If there is a need for any change in the scope of services or schedule described in the proposal or in the standard contract, please call us immediately. Changes may require revision of the estimated fees.

In the event that the work is to be performed under an agreement originated by *the client* the agreement or contract must be for the contracting of professional services. We request that a copy of the form of agreement be provided as soon as possible so that we can have an opportunity to review the terms without impacting scheduling of our services. Where work is to be authorized by Purchase Order, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Contract shall prevail. Should we be requested to start work prior to our receipt of a signed contract, your request to initiate services, which must be provided by fax or email, will indicate *express or implied* acceptance of the terms and conditions of our attached Agreement.

ADDITIONAL SERVICES

If additional services beyond those specifically included in our scope of services presented above are required, such as consultation with regulators beyond that typically included in the scope of services presented above, project meetings, review of data submitted after issuance of our report, collection of additional test specimens, or additional laboratory tests or analyses, our fees for those services will be billed on a time and materials basis and under the terms and conditions of the Agreement established for our services on the project. Provision of additional services beyond the tasks originally contemplated at the time our proposal was issued may require your written authorization prior to our proceeding.


LIMITATIONS

Krazan & Associates will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Even where our services are performed in accordance with the professional standard of care it is possible that hazardous material contamination or buried structures may not be detected or disclosed through the investigation proposed herein. Therefore, no warranty or guarantee, express or implied, is part of the services offered by this proposal.

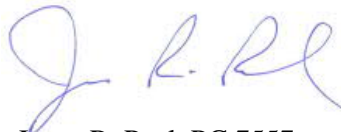
CLOSING

We appreciate the opportunity to be of service. If you have any questions regarding the scope of services proposed herein or the associated estimated cost for those services, or if we can be of further assistance, please feel free to contact the undersigned at 559-348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Michael H. Bowery, PG 5027
Senior Manager



Jason R. Paul, PG 7557
Environmental Regional Manager

MHB/JRP/mlt

EXHIBIT C **Krazan & ASSOCIATES, INC.**

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

February 11, 2022

Proposal No. P22-084

Mr. Adam Holt
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
aholt@bcf-engr.com

RE: Proposal and Cost Estimate
Soil Management Plan
Van Ness Avenue Water Transmission Grid Main 221-0232 Project
Van Ness Avenue between Divisadero Street and Merced Street
Fresno, California

Dear Mr. Holt:

Pursuant to your request, Krazan & Associates, Inc. (Krazan) has prepared this Proposal and Cost Estimate associated with preparation of a Soil Management Plan (SMP) associated with soil sampling on Van Ness Avenue between Divisadero Street and Merced Street. The proposed work is based on Blair, Church & Flynn Consulting Engineers, Inc. (BCF or client) January 13, 2022 e-mail requesting a proposal and cost estimate for soil sampling and the preparation of a SMP based on mitigation measures presented in an October 29, 2021 Hazardous Materials Survey (HMS) – CEQA Question d. Summary Report prepared by Rincon Consultants, Inc. (Rincon). The proposed project consists of designing a Water Transmission Grid Main (TGM) within the Van Ness Avenue right-of-way between Divisadero Street and Merced Street. The project is proposed in two (2) phases. Phase I includes construction of the proposed TGM within Van Ness Avenue between Amador and Calaveras Streets and Phase II includes construction within Van Ness Avenue between Divisadero and Amador Streets.

BACKGROUND

Background information regarding the collection and analysis of soil samples on Van Ness Avenue between Divisadero Street and Merced Street will be evaluated to determine the need for preparation of the SMP. The purpose and scope of work discussed below is based on the premise that an SMP will need to be prepared.

PURPOSE

Based on the potential for known or unexpected impacted soil to be encountered during soil sampling activities along Van Ness Avenue, the purpose of the SMP will be to provide guidance for assessment, handling and disposal of impacted during the construction activities.

SCOPE OF WORK

Soil Management Plan

Krazan will prepare an SMP for the project site. The SMP will include recommended measures for action should impacted soil or other potentially hazardous conditions be encountered during construction, as well as providing a scope for assessment of potential impacts from the inferred railroad beneath Van Ness Avenue. The SMP will include the following:

- Procedures for assessment of impacted soil if encountered during the soil sampling assessment discussed in Krazan's February 11, 2022 Proposal No. P22-058R and/or during construction activities.
- Procedures for evaluating other potential unanticipated hazardous conditions, such as pipelines or USTs.
- Procedures for action(s) necessary to remove impacted soil, or other encountered hazardous features.
- Stockpile management including stormwater pollution prevention and the installation of Best Management Practices (BMPs).
- Proper disposal procedures of contaminated materials.
- Monitoring and reporting.

SCHEDULE

We are prepared to initiate office activities immediately including the preparation of a site-specific SMP. We anticipate that the report will be available in approximately 15 business days from the date we are authorized to conduct the work.

COST OF SERVICES

We propose to perform our services on a time-and-materials not-to-exceed basis, without prior authorization, in accordance with the rates and basis of charges presented in our 2022 Fee Schedule. With consideration of the estimated time to perform the required field and subcontracted site services and preparation of the SMP, the estimated cost for services is **\$4,650.00**

This proposal is valid for work authorized within 30 days of this proposal date. The cost estimate is subject to review after 30 days to address any potential cost increases associated with outside services, materials purchases or general cost-of-living adjustments. Where our services are authorized to commence within the next 30 days, our quoted rates and fee schedule shall remain in effect through completion of the specific scope of services presented herein. Krazan reserves the right to retract this proposal for its convenience after seven (7) days from issuance.

ASSUMPTIONS MADE IN PREPARING SCHEDULE AND COST ESTIMATES

- No soil, soil vapor and/or groundwater sampling will be conducted by Krazan;
- If the SMP needs to be updated due to encountering unexpected or unknown site conditions, a change order will be prepared.

This proposed scope of services and the corresponding quoted fees and costs are based on our current understanding of your professional consulting needs on this project. We are committed to providing quality service to our clients, commensurate with your expressed needs and with consideration of the local standard of practice for the professional services offered herein. If a portion of this proposal does not meet your needs, please contact our office so that we can discuss any desired changes. Please be aware that changes in scope, methodology, scheduling and contract terms may result in changes to the risks assumed by you as our client, as well as an adjustment to our fees.

AUTHORIZATION

If this proposal meets with your approval, please sign and return the Agreement to us as our authorization to proceed. Payment terms will be established at the time of request for services. Please note that the limitation of liability clause under the heading of **Risk Allocation** on the enclosed Agreement is an integral part of our proposal and fee structure. This limitation of liability shall apply for services provided by Krazan & Associates, Inc. on the subject project regardless of the form of agreement ultimately executed. The amount of the limitation may be negotiated for an additional fee. If a higher limitation is desired, please contact our office so a revised proposal can be prepared. Upon receipt of the signed contract, we will execute the Agreement and return a signed original for your files. Signing of the Agreement will indicate that an authorized agent of *the client* has reviewed the scope of services and determined that they do not need or want more services than are being proposed at this time. If there is a need for any change in the scope of services or schedule described in the proposal or in the standard contract, please call us immediately. Changes may require revision of the estimated fees.

In the event that the work is to be performed under an agreement originated by *the client* the agreement or contract must be for the contracting of professional services. We request that a copy of the form of agreement be provided as soon as possible so that we can have an opportunity to review the terms without impacting scheduling of our services. Where work is to be authorized by Purchase Order, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Contract shall prevail. Should we be requested to start work prior to our receipt of a signed contract, your request to initiate services, which must be provided by fax or email, will indicate *express or implied* acceptance of the terms and conditions of our attached Agreement.

ADDITIONAL SERVICES

If additional services beyond those specifically included in our scope of services presented above are required, such as consultation with regulators beyond that typically included in the scope of services presented above, project meetings, review of data submitted after issuance of our report, collection of additional test specimens, or additional laboratory tests or analyses, our fees for those services will be billed on a time and materials basis and under the terms and conditions of the Agreement established for our services on the project. Provision of additional services beyond the tasks originally contemplated at the time our proposal was issued may require your written authorization prior to our proceeding.

LIMITATIONS

Krazan & Associates will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Even where our services are performed in

KRAZAN & ASSOCIATES, INC.
With Offices Serving the Western United States

accordance with the professional standard of care it is possible that hazardous material contamination or buried structures may not be detected or disclosed through the investigation proposed herein. Therefore, no warranty or guarantee, express or implied, is part of the services offered by this proposal.

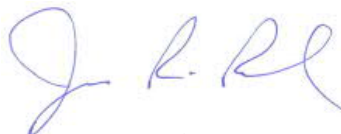
CLOSING

We appreciate the opportunity to be of service. If you have any questions regarding the scope of services proposed herein or the associated estimated cost for those services, or if we can be of further assistance, please feel free to contact the undersigned at 559-348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Michael H. Bowery, PG 5027
Senior Manager



Jason R. Paul, PG 7557
Environmental Regional Manager

MHB/JRP/mlt