

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____, 2023, amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as CITY), and CDM Smith, Inc., a Massachusetts Corporation (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into a Consultant Services Agreement on February 1, 2022 (Agreement), as amended on December 20, 2022 (First Amendment) to provide professional consulting services for Environmental Groundwater Remedial Action and Regrading Design for the Fresno Sanitary Landfill Superfund Site for a total fee of \$660,450; and

WHEREAS, the CITY and the CONSULTANT expanded the scope of services and extend the agreement to December 31, 2023, to expand requirements from the US Environmental Protection Agency; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$85,200 to complete the expanded Scope of Services; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that it has no claim, demands, or disputes against the 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 as indicated in **Exhibit A2**, attached hereto, and incorporated herein by reference.
2. Section 3(a) of the Agreement is amended in its entirety to read as follows:
“(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Seven Hundred Forty Five Thousand Six-Hundred Fifty Dollars (\$745,650.00). Such fee includes all expenses incurred by CONSULTANT in performance of the services.”
3. Except as otherwise provided herein, the Agreement and First Amendment entered into by the City and Consultant, remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Brock D. Buche, PE, PLS
Director of Public Utilities

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Angela M. Karst 3/9/2023
Angela M. Karst Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date
Clerk Attesting

CDM Smith, Inc.,
a Massachusetts corporation

By: Hala Titus 3/9/2023
Hala Titus

Name: _____

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

By: Servando Molina 3/9/2023
Servando Molina

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

Attachment: Exhibit A2 – Supplemental Scope of Services

Exhibit A2

SUPPLEMENTAL SCOPE OF SERVICES
Consultant Services Agreement between City of Fresno (“City”)
And CDM Smith Inc. (“Consultant”)
Round 2 Vapor Intrusion Investigation Fresno Sanitary Landfill
PROJECT TITLE

Supplemental Scope of Work and Budget for 2023 Fresno Sanitary Landfill

Introduction

Provided below are descriptions of work tasks to be performed by CDM Smith Inc. (Consultant) on behalf of the City of Fresno (City) as part of ongoing operations at the Fresno Sanitary Landfill Superfund Site (“FSL” or “Site”). Ongoing activities are being performed as part of Operable Unit No. 1 (OU-1 – landfill control system operations and maintenance) and OU-2 (groundwater remediation system operations and maintenance). The ultimate objective of the continued work is to achieve formal closure of the FSL Superfund Site under the oversight of the U.S. Environmental Protection Agency (EPA).

The existing agreement between the City and Consultant includes work activities to be performed during 2023 (City Council approval on December 15, 2022). This Supplemental scope of work and budget consists of planning and implementation of a second round of a vapor intrusion investigation. The first round had been performed October 2022. Additional scope and budget for the Project Management task is also included. Work described below is defined in terms of the two of the existing five project tasks:

Task 4 – Vapor Intrusion Investigation – Round 2 (OU-1)

Task 5 – Project Management/Project Meetings

Table A-1 consists of a summary of the estimated costs for this scope of work. The total cost for this work is \$85,200.

Task 4 – Vapor Intrusion Investigation – Round 2 (OU-1)

Objective

- Plan and implement the second round of vapor intrusion sampling to assess the risk to human health from migrating LFG at locations near the landfill.

Activities

The second round of sampling will be consistent with air sample collection performed during Round 1 (implemented in October 2022), as defined in the Vapor Intrusion (VI) Investigation Work Plan (approved by EPA in October 2022).

- Collect indoor air samples at the Groundwater Treatment System (GTP)/Landfill Gas (LFG) Flare Control Building and an elevated trailer used by the City PARCS Department (located north of the FSL near Jensen Avenue). Sample collection will be performed under conditions of HVAC system operating and HVAC system not operating.
- Outdoor air samples will also be collected in conjunction with indoor air samples to assess ambient and background air conditions.
- Drill and install a 15-foot deep soil gas probe near the southeast corner of the landfill property near North Avenue (at the SG-5 location). The soil gas probe will be installed by a California C-57 licensed drilling subcontractor using a hollow-stem auger drill rig. No soil or groundwater samples will be collected and submitted for laboratory analysis.
- Collect a soil gas sample from SG-5 at 15-foot depth.
- In addition to the newly installed soil gas probe described above, soil gas samples will be collected from SG-2 at 5-foot and 15-foot depths, SG-3 at 5-foot and 15-foot depths, and SG-5 at 5-foot depth.
- Indoor air and outdoor air samples will be collected by Consultant's personnel, while soil gas samples will be collected by Consultant's subcontractor H&P Mobile Geochemistry of Carlsbad, California.
- Indoor air samples and soil gas samples will be collected in laboratory-supplied Summa canisters and analyzed in accordance with the following methods:
 1. Indoor air and outdoor air samples for VOCs by Environmental Protection Agency Method TO-15 (SIM).
 2. Soil gas samples for VOCs by EPA Method TO-15.
 3. Soil gas samples for Helium by modified ASTM D-1945 – atmospheric gas analysis

Deliverables

- Round 2 VI Investigation Work Plan. This work plan will consist of an e-mail describing the Round 2 VI activities
- Vapor Intrusion Evaluation Report. This Report will describe the investigation activities performed during Round 1 (2022) and Round 2 (2023) and present data generated during these investigation activities. The analytical results will be compared to ESLs and RSLs, and an evaluation of the potential risk to human health. The Report will be submitted to EPA.
- Technical calls/meetings with EPA. Consultant will participate in calls with EPA during preparation for field activities, evaluation of data, and preparing responses to EPA review comments on the VI Evaluation Report. Formal written responses to EPA comments (RTCs)

on the VI Evaluation Report will be prepared. If requested from EPA, a final report that incorporates EPA's input will be prepared for submittal to EPA.

Assumptions

- EPA will not require additional indoor air or soil gas sampling beyond the second round of sampling described above.
- EPA will have one round of review comments in response to the VI Evaluation Report. These comments will include a compilation of comments from the State regulatory agencies.

Task 5 –Project Management/Project Meetings

The Task 5 activities are supplemental to the Project Management activity descriptions provided in the existing agreement between the City and the Consultant. Budget was added to account for additional project management effort associated with the VI Investigation planning, implementation, reporting, and meeting with EPA.

Schedule

The schedule information presented below applies to the scope of work associated with the VI Investigation described above.

Deliverables and Activities Associated with the VI Investigation

1. Round 2 Work Plan for the VI Investigation – **March 2023**
2. Round 2 VI Investigation – **March 31, 2023**
3. VI Evaluation Report – **60 days following receipt of final analytical reports**
4. Response to EPA Comments on the VI Evaluation Report – **30 days following receipt of compiled regulatory agency comments from EPA**

Budget

The cost for the work described above is \$85,200. A cost breakdown is provided on Table A-1 – Groundwater and Landfill Remediation Services, Supplemental Budget for Year 2023 – Round 2 VI Investigation. This cost estimate constitutes the budget for the supplemental services associated with Round 2 of the VI Investigation during 2023.

Table A-1
Groundwater and Landfill Remediation Services
Supplemental Budget for Year 2023 - Round 2 Vapor Intrusion Investigation
Fresno Sanitary Landfill (Operable Unit-1 and Operable Unit-2)

Task Description		Labor \$	ODCs \$	OPs \$	Total \$
Task 1	Performance Monitoring Program	\$0	\$0	\$0	\$0
Task 2	Remedial Action Systems Operations Assistance	0	0	0	0
Task 3	Superfund Site Delisting Pathway -- Planning	\$0	\$0	\$0	\$0
Task 4	Field Investigation Activities	\$47,900	\$5,250	\$22,050	\$75,200
Subtask 4.1	<i>Vapor Intrusion Investigation - Round 2</i>				
	Round 2 - Field Activities	\$20,900	\$5,250	\$22,050	\$48,200
	Vapor Intrusion Evaluation Report	\$20,000	\$0	\$0	\$20,000
	Meetings with EPA	\$7,000	\$0	\$0	\$7,000
Task 5	Project Management/Project Meetings	\$10,000	\$0	\$0	\$10,000
	Project Management -- March through August	\$10,000	\$0	\$0	\$10,000
	Project Meetings -- March through August	\$0	\$0	\$0	\$0
TOTALS		\$57,900	\$5,250	\$22,050	\$85,200

Notes:

1. Consultant will complete the tasks listed in the table on a time and materials basis, not to exceed a total of \$85,200.
2. Labor costs will be billed at actual salary rates times a 3.05 multiplier.
3. 'Other Direct Costs' (ODCs) and 'Outside Professional' (OPs) charges will be billed with a 5% mark-up.