

**AMENDMENT NO. 15 TO AGREEMENT
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED
ENVIRONMENTAL SUPPORT SERVICES BETWEEN
THE CITY OF FRESNO AND ENVIRONMENTAL RESOURCES MANAGEMENT, INC.
(FORMERLY ERM-WEST, INC.) (FORMERLY ERM
REMEDICATION & CONSTRUCTION MANAGEMENT WEST, INC.)**

THIS AMENDMENT NO. 15 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective _____, 2023, by and between the CITY OF FRESNO, a municipal corporation (City), and Environmental Resources Management, INC., a Pennsylvania Corporation, formerly ERM-West, 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; Amendment No. 11 dated March 16, 2019; Amendment No. 12 dated February 27, 2020; Amendment No. 13 dated December 10, 2020; and Amendment No. 14 dated January 13, 2022 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. 15 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 2023 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 \$789,014, 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 15, shall not exceed \$5,463,939.

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 14, 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. 15 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

Environmental Resources Management,
INC.
A Pennsylvania corporation

By: _____
Henry Thompson
Director of Aviation

DocuSigned by:
By: Truong Mai 4/27/2023
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Name: Truong Mai

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

DocuSigned by:
By: Brandon Collet 4/27/2023
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Brandon M. Collet Date
Supervising Deputy City Attorney

DocuSigned by:
By: Gregory J. Wheeler 4/27/2023
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Name: Gregory J. Wheeler

ATTEST:
TODD STERMER, CMC
City Clerk

Title: Secretary
(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: Henry Thompson
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 498-5549

Environmental Resources Management,
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 2023-2024 TASKS

REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING

OLD HAMMER FIELD, FRESNO, CALIFORNIA

TASK	DESCRIPTION	BUDGET
SYSTEM O&M - PHASE 10 Toe-of-Plume System	<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). - Redevelop extraction well (one event per year). - One carbon change out per year. - Pull pump for inspection and change motor or pump as needed (one event per year). <p><i>Notes: The routine O&M costs are decreased by approximately \$75,000 as noted below in the Remaining/Unused Authorized Budget section. Estimated spend for 2024 will decrease due to the fourth, 5-year lease payment captured in 2023 (\$124,490.00).</i></p>	\$433,287
SITE MONITORING - PHASE 40 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 and setup of analytics dashboard for capture zone. - Assume the need to install up to two wells in the B-zone and two wells in the C-zone to meet the request by RWQCB for delineation. <p><i>Notes: The estimated spend for 2023 has increased compared to 2022 because of the possible need to install and monitor two additional wells in the C-zone for delineation as requested by the RWQCB. The estimated spend for 2024 will be similar to 2023. The site monitoring costs are decreased by approximately \$90,000 as noted below in the Remaining/Unused Authorized Budget section.</i></p>	\$308,894
PROJECT MANAGEMENT - PHASE 50 Project Management	<ul style="list-style-type: none"> - Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing. <p><i>Notes: The Project Management costs are similar to the 2022 costs. It is anticipated that project management costs decrease in 2024 as site activities involving the Waterboard are expected to decrease.</i></p>	\$46,833
<i>Anticipated 2023-2024 Budget Needs/Request =</i>		\$789,014
REMAINING/UNUSED AUTHORIZED BUDGET FROM 2022 TO BE USED IN 2023-2024		
System O&M - Phase 10	Approximately \$75,000 of the approved budget remained at the end of 2022 for Phase 10. This is due to the pump and motor not needing to be replaced and as such no well development activities for the extraction well took place. No well development effort was conducted for monitoring wells when downhole footage showed a blockage that could not be remedied through well development. The 2023-2024 proposed budget for System O&M reflects this carry over of 2022 unused budget.	\$75,000
Site Monitoring - Phase 40	Approximately \$90,000 of the approved budget remained at the end of 2022 for Phase 40. This is due to well installation activities not taking place in 2022. The 2023-2024 proposed budget for Site Monitoring reflects this carry over of 2022 unused budget.	\$90,000
Project Management - Phase 50	Approximately \$0 of the approved budget remained at the end of 2022 for Phase 50.	\$0
<i>2022 Unused Budget to be Used in 2023-2024 =</i>		\$165,000