

**AMENDMENT NO. 11 TO AGREEMENT  
TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED  
ENVIRONMENTAL SUPPORT SERVICES BETWEEN  
THE CITY OF FRESNO AND ERM-WEST, INC. (FORMERLY ERM  
REMEDIATION & CONSTRUCTION MANAGEMENT WEST, INC.)**

THIS AMENDMENT NO. 11 TO AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING AND RELATED ENVIRONMENTAL SUPPORT SERVICES, is made and entered into effective \_\_\_\_\_, 2019, 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; and Amendment No. 10 dated March 27, 2018 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. 11 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 2019 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 \$441,778, 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 11, shall not exceed \$3,955,100.

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 10, 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. 11 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 2/26/19  
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

By: \_\_\_\_\_  
Deputy

Any Applicable Professional License:

Number: 2471

Name: P.G.

Date of Issuance: 2006

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 2019 TASKS**  
**REMEDIAL ACTIONS IMPLEMENTATION AND SITE MONITORING**  
**OLD HAMMER FIELD, FRESNO, CALIFORNIA**

TASK	DESCRIPTION	BUDGET
<b>TOE-OF-PLUME</b>		
System O&M	<ul style="list-style-type: none"> <li>- Operate and maintain the toe-of-plume ground water extraction and treatment system.</li> <li>- Conduct monthly water sampling.</li> <li>- Optimize system operation, as needed.</li> <li>- Monitor system performance in accordance with WDRs (RWQCB, 2008) and approved RDIP (ERM, 2007).</li> <li>- Replace the GAC media in the primary treatment vessel two times (Two Vessel Change out 40,000lbs total).</li> <li>- Airknife clearance of footings for solar canopy and installation oversight.</li> </ul> <p><i><b>Notes:</b> The routine O&amp;M monthly costs are increased by approximately \$100,000 due to an additional carbon changeout estimated for 2019 and increased cost of GAC.</i></p>	\$308,680
<b>SITE MONITORING</b>		
Ground Water Monitoring (including Water Supply Contingency Plan Requirements)	<ul style="list-style-type: none"> <li>- Conduct quarterly ground water monitoring in accordance with the approved monitoring plan.</li> <li>- Monitor supply wells in accordance with the approved Water Supply Contingency Plan (ERM, 2006).</li> <li>- Conduct water level monitoring and sampling associated with Well 70 rehabilitation and pump replacement activities and shut down.</li> <li>- Prepare quarterly progress reports.</li> <li>- Locate wells 33B, 38B, 39B, and 44B. Evaluate well, modify well box and well elevation, and resurvey top of casing as needed.</li> <li>- Clear blockage and redevelopment in well 44B. Workplan for well abandonment and field implementation if cannot salvage well.</li> </ul> <p><i><b>Notes:</b> The estimated spend for 2019 is similar to 2018 despite inclusion of increased labor costs.</i></p>	\$109,318
<b>PROJECT MANAGEMENT</b>		
Project Management	<ul style="list-style-type: none"> <li>- Provide project management, including regulatory interactions, client communications, cost and schedule management, and invoicing.</li> </ul>	\$23,780
<i><b>Anticipated 2019 Budget Needs/Request =</b></i>		<b>\$441,778</b>
<b>REMAINING/UNUSED AUTHORIZED BUDGET FROM 2018 TO BE USED IN 2019</b>		
System O&M Phase 10	<p>We estimate that approximately \$14,000 of the approved budget will remain at the end of 2018 for Phase 10. Our 2019 proposed budget for System O&amp;M reflects an increase in \$7,500 to account for well 39B repairs resulting in \$6,500 to be used in 2019.</p>	\$6,500
Site Monitoring Phase 40	We estimate that approximately \$0 of the approved budget will remain at the end of 2018 for Phase 40.	\$0
Project Management Phase 50	We estimate that approximately \$0 of the approved budget will remain at the end of 2018 for Phase 50. Our 2019 proposed budget for Project Management reflects no carry over of 2018 unused budget.	\$0
<i><b>Anticipated 2018 Unused Budget to be Used in 2019 =</b></i>		<b>\$6,500</b>