

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2022, amends the Agreement entered between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as CITY), and STEARNS, CONRAD, AND SCHMIDT CONSULTING ENGINEERS INCORPORATED dba SCS ENGINEERS, a Virginia corporation (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an agreement, dated September 7, 2021 (Agreement) to provide professional consulting services for Senate Bill 1383 (SB 1383) compliance planning for a total fee of \$49,600. This Agreement shall continue in full force and effect through December 31, 2022; and

WHEREAS, the CITY and the CONSULTANT entered into the First Amendment to the Agreement on April 29, 2022, increasing the original contract amount by \$34,940; and

WHEREAS, the CITY desires to expand the scope of services to include, but not limited to, providing additional SB 1383 compliance assistance extending through December 31, 2023, which will take the CITY through collection implementation; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$65,024 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 and extend the Agreement to December 31, 2023, 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 One Hundred Forty-Nine Thousand Five Hundred Sixty-Four Dollars (\$149,564.00). Such fee includes all expenses incurred by CONSULTANT in performance of the services.”
3. Except as otherwise provided herein, the Agreement and the First Amendment 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

STEARNS, CONRAD, AND SCHMIDT
CONSULTING ENGINEERS, INC., a
Virginia corporation

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

DocuSigned by:
By: Michelle Leonard 11/28/2022
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Name: Michelle Leonard

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

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

DocuSigned by:
By: Angela M. Karst 11/28/2022
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Angela M. Karst Date
Deputy City Attorney

DocuSigned by:
By: Curtis Jang
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Name: Curtis Jang 11/28/2022

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date
Clerk Attesting

Attachment: Exhibit A2 – Additional Professional Services

EXHIBIT A2

ADDITIONAL PROFESSIONAL SERVICES

The City of Fresno has requested a proposal from SCS Engineers to provide on-call solid waste services, including assistance with Senate Bill 1383 (SB 1383) compliance and implementation and other related services. The City has worked with SCS for the initial review, planning, hauler contract amendments and outline for the City's Notice of Intent to Comply (NOIC). Due to the level of compliance detail required by SB 1383, the City is requesting an extension of their contract with SCS through the end of December 31, 2023, which will take the City through collection implementation.

SCS offers the City unique qualifications through not only our working knowledge of the City's current SB 1383 efforts, but also through our broader SB 1383 Technical Assistance contract work with the County of Fresno. This knowledge and related establishment of relationships with the County, County contracted haulers (inclusive of Mid Valley and Republic), organics processing facilities, and food recovery organizations provides an efficiency of services to the City of Fresno.

The following proposed scope of work has been prepared based on our understanding of the City's requirements under SB 1383, and our experience working with the City on SB 1383.

SCOPE OF SERVICES

A detailed description of the tasks we will undertake is included below.

TASK 1. MONTHLY MEETING

We will attend monthly meetings with City staff via conference call. At the monthly meetings, we will provide updates on the project progress, work completed, and pending items, as well as discuss other pertinent issues, problems encountered, and project recommendations. An agenda will be provided prior to the monthly meeting, and we will prepare and submit monthly meeting minutes following the meeting. The draft minutes will include City and SCS action items, with the respective due dates.

TASK 2. SB 1383 CONTRACTING

This contracting technical assistance task will take the City through finalization of your contracts with your two franchise haulers and two organics processors. The complexity incurred with *Zolly v. City of Oakland*, as well as the evolving requirements around organics facilities in the region has created new challenges for these contracts. SCS will continue to work with the City to negotiate and finalize these agreements.

TASK 3. NOTICE OF INTENT TO COMPLY (NOIC) & CORRECTIVE ACTION PLAN (CAP) ASSISTANCE

The City submitted to CalRecycle a Notice of Intent to Comply (NOIC) that has a detailed timeline of tasks to be carried out toward the ultimate implementation of the City's required SB 1383 programs through the end of 2023. SCS will assist the City with the following NOIC and CAP related tasks:

Subtask 2.1 Inspections: Residential and Commercial Collection Programs

Under this subtask, the City and the franchised haulers are required to plan for and conduct annual SB 1383 compliant inspections of both residential and commercial collection programs. SCS will provide technical assistance to outline and support the City in planning for and arranging for implementation of this requirement.

Subtask 2.2 Food Recovery Organizations

For this subtask, SCS will provide the City with technical assistance in support of Food Recovery Organizations' planning and coordination. As SCS works closely with the County of Fresno in providing technical assistance on the MOU Committee and Edible Food Recovery, there will be a related efficiency of assistance to the City.

Subtask 2.3 Procurement Policy and Inspection/Enforcement Program

Procurement requirements outlined by SB 1383 require the City to meet specific targets over a designated timeframe and the target level expands far beyond the current purchasing capabilities of the Public Utilities Department. For this subtask SCS will assist the City in the finalization of the Procurement Policy and offer technical assistance for procurement and tracking of procurement across departments.

Subtask 2.4 SB 1383 Program Implementation

For this task SCS will provide technical assistance in the finalization and implementation of SB 1383 Programs as outlined in the City's NOIC.

TASK 4. ADDITIONAL SERVICES

For this task, the SCS Team will provide additional on-call solid waste services which may include development of SB 1383 presentations, attending City meetings, assisting with CalRecycle requests and/or meetings. As the Task 4 effort is unknown at this time, we have estimated a total of 100 hours for the 14-month timeframe to be utilized under specific request by City.

IMPLEMENTATION TIMELINE

Work will commence upon approval of the contract amendment. We are aware of the schedule and requirements of the NOIC and will work closely with the City to complete the requisite assignments within those timeframes.

PROJECT FEES

The proposed fees to complete the above-described scope of work is indicated in Table 1. The fee is inclusive of all labor and direct costs. We assume meetings will not be in person, however if there is the need to attend an in-person meeting, we can make

*continued on next page.

ourselves available, however the cost to attend will be in addition to the proposed fees indicated below.

Table 1. Project Fees

Task	Description	Hours	Fee
1	Monthly Meetings	81	\$18,762
2	SB 1383 Contracting	42	\$10,216
3	NOIC & CAP Assistance	52	\$12,486
4	On-Call SB 1383 Professional Services	100	\$23,560
TOTAL			\$65,024

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