

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, amends the Agreement entered into 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 as total fee of \$49,600; and

WHEREAS, the CITY desires to expand the scope of services to include, but not limited to, providing additional SB 1383 compliance assistance; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$34,940 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 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 Eighty-Four Thousand Five-Hundred Forty Dollars (\$84,540.00). Such fee includes all expenses incurred by CONSULTANT in performance of the services.”

3. Except as otherwise provided herein, the Agreement entered into by the CITY and the CONSULTANT on September 7, 2021, remains in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
A municipal corporation

By: \_\_\_\_\_  
Brock D. Buche, PE, PLS  
Interim Public Utilities Director

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: DocuSigned by:  
Angela M. Karst 4/5/2022  
Angela M. Karst Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date  
Clerk Attesting

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

By: DocuSigned by:  
MICHELLE P. LEONARD 5/2022  
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Name: MICHELLE P. LEONARD

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

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

Name: \_\_\_\_\_

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

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-going assistance with Senate Bill 1383 (SB 1383) compliance. Specifically, the City needs assistance with updating hauling agreements and completing tasks in the Notice of Intent to Comply (NOIC). 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 over the past six months.

#### **SCOPE OF SERVICES**

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

#### **TASK 1. AGREEMENTS REVIEW & UPDATE**

This task will be to update the City's existing franchise agreements with Republic Services and Mid Valley Disposal, and the service agreements with CARTS, Green Valley and West Coast Waste to incorporate the requirements of SB 1383. Our team is currently working with Fresno County to update their franchise agreements, utilizing the CalRecycle statewide model franchise agreement and ordinance that are compliant with SB 1383. These tools may allow for a more cost-efficient process to arrive at those revised agreements from a business term and service description perspective. We will review the City's agreements, and provide recommendations for additions, deletions, and edits to incorporate the requirements of SB 1383.

#### **TASK 2. NOTICE OF INTENT TO COMPLY (NOIC) ASSISTANCE**

The City submitted to CalRecycle a Notice of Intent to Comply (NOIC) that has a number of tasks to be completed over the next eight months. SCS will assist the City with the following NOIC tasks:

##### **Subtask 2.1 Waivers**

Under this subtask, the city must establish a waiver application, waiver qualification and approval process, and waiver recordkeeping procedure. SCS will prepare the requisite documents, and provide to the City prior to the due date of April 1, 2022.

##### **Subtask 2.2 Education and outreach and implementation plan**

For this subtask, SCS will develop an education and outreach plan for Residential Collection, including information on SB 1383 requirements, food waste reduction, backyard composting. We will also develop an implementation plan for recordkeeping, which will include the recordkeeping requirements, schedule, and responsibilities. This subtask will be completed prior to July 1, 2022.

##### **Subtask 2.3 Procurement Policy and Inspection/Enforcement Program**

Under this subtask, we will update the City's procurement policy to incorporate purchasing requirements of SB 1383 and in franchise agreements. This subtask will also include outlining an inspection plan and enforcement program. This subtask will be completed prior to November 1, 2022.

## 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 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     | Agreements                                      | 34    | \$7,140  |
| 2.1   | NOIC: Waivers                                   | 12    | \$3,380  |
| 2.2   | NOIC: Education/Outreach Plan                   | 40    | \$8,610  |
| 2.3   | NOIC: Procurement, Inspection, Enforcement Plan | 42    | \$8,880  |
|       | Monthly Meetings                                | 27    | \$6,930  |
| TOTAL |   |       | \$34,940 |