

AMENDMENT NUMBER TWO (2) TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made and entered into this 24th day of February, 2015, by and between the County of Fresno, a political subdivision of the State of California, (hereinafter called "COUNTY"), and STEARNS, CONRAD & SCHMIDT, CONSULTING ENGINEERS, INC. dba SCS FIELD SERVICES, located at 4730 Enterprise Way, Suite A, Modesto, California 95356, (hereinafter called "CONTRACTOR"), with reference to the following facts:

WHEREAS, the COUNTY and CONTRACTOR previously entered into an Agreement dated the 7th day of June, 2011 (Agreement No. 11-413, hereinafter "the Agreement"), pursuant to which the CONTRACTOR agreed to provide specialized services to conduct State and Federal-required operation and maintenance of the landfill gas collection and control system (LFGCCS) at the American Avenue Disposal Site; and

WHEREAS, the COUNTY and CONTRACTOR previously amended the Agreement (Agreement No. 11-413-1) on the 22nd day of April, 2014 to increase the spending limit for Extra Services in the amount of \$65,375 for year 3 to perform repairs on damages of the LFGCCS during the Phase III Landfill Gas Collection and Control System Expansion Project (Contract No. 12-18-SW) by the prime contractor Construction Development Systems; and

WHEREAS, costs for American Avenue Disposal Site Extra Services for the current Agreement year exceed the American Avenue Disposal Site Extra Services allocation; and

WHEREAS, COUNTY has available means through cost savings to increase the American Avenue Disposal Site Extra Services funding available under the Agreement for the current contract year; and

WHEREAS, the modification of the Agreement to be effected by this Second Amendment is intended by the parties to provide sufficient funding under the Agreement for necessary Extra Services to be incurred at American Avenue Disposal Site during

1 the current contract year.

2 NOW, THEREFORE, based on the foregoing and in consideration of their mutual
3 promises as set forth herein, the parties hereto agree to amend the above referenced
4 Agreement as follows:

5 1. Page 4, lines 1 through 13 shall be amended to read:

6 "1. Notwithstanding any other provision of this Agreement, the Total
7 Fee for the services required under Article III for years 1, 2, and 5 shall be
8 limited to a maximum of \$162,630 annually, comprised of a Basic Fee of
9 \$82,630 and an Extra Services Allocation of \$80,000 annually; year 3 Total
10 Fee for the services required under Article III shall be limited to a maximum of
11 \$228,005, comprised of a Basic Fee of \$82,630 and an Extra Services
12 allocation of \$145,375; and for year 4, the Total Fee for the services required
13 under Article III shall be limited to a maximum of \$242,630, comprised of a
14 Basic Fee of \$82,630 and an Extra Services allocation of \$160,000. Thus, if
15 the Agreement is automatically renewed as provided for in Section XXI.B.,
16 then the maximum cumulative amount of the Total Fee, Basic Fee and Extra
17 Services allocations shall be increased accordingly, without the need for any
18 amendment of this Agreement. Accordingly, if this Agreement is
19 automatically renewed for one additional year at the conclusion of its original
20 one-year term, the maximum Total Fee allowed hereunder would be
21 \$325,260 (i.e., \$162,630 annually for each of the two years the Agreement is
22 in effect). If this Agreement is automatically renewed for one additional year
23 (year 3), at the conclusion of its year 2 term, the maximum Total Fee allowed
24 hereunder would be \$553,265. Likewise, if the Agreement is automatically
25 renewed for the maximum four additional years, then the maximum
26 cumulative amount of the Total Fee hereunder would be \$958,525 (i.e.
27 \$162,630 annually for years 1, 2, and 5 of the five years the Agreement is in
28 effect, and \$228,005 annually for year 3, and \$242,630 for year 4, of the

1 maximum five-year extended term).

2 2. Page 5, lines 8 through 12 shall be amended to read:

3 "C. Extra Services:

4 1. A maximum allocation of \$80,000 annually for years 1, 2,
5 and 5, and a maximum annual allocation of \$145,375 for year 3, and a
6 maximum annual allocation of \$160,000 for year 4, are provided for herein to
7 pay for authorized Extra Services under the Agreement. Payment of Extra
8 Services in excess of the maximum allocation of \$80,000 annually for years 1,
9 2, and 5, or the maximum allocation of \$145,375 for year 3, or the maximum
10 allocation of \$160,000 for year 4, is prohibited except pursuant to a written
11 Amendment to this Agreement approved in accordance with the provisions of
12 Article XVI of the Agreement.

13 It is the intent of the parties that this Second Amendment shall become effective
14 immediately upon execution hereof by COUNTY, and that all other provisions of the
15 Agreement shall remain unchanged and continue in full force and effect.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed, on the day and year first above written.

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4 CONTRACTOR SCS-FS

5
6 BY: Anthony Lavinier

7 TITLE:
8 Vice President

9 4730 Enterprise Way, Suite A
10 Modesto, CA 95356

11 ATTEST:

12 BERNICE E. SEIDEL, Clerk
Board of Supervisors

13 By: Rose Ayff
Deputy

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COUNTY OF FRESNO

BY: Deborah A. Poochigian
DEBORAH A. POOCHIGIAN, CHAIRMAN
Board of Supervisors

REVIEWED AND RECOMMENDED FOR
APPROVAL

Alan Weaver
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS AND
PLANNING

APPROVED AS TO LEGAL FORM

DANIEL C. CEDERBORG,
COUNTY COUNSEL

By: M. C. K. A.
Deputy

APPROVED AS TO ACCOUNTING
FORM

VICKI CROW, C.P.A.,
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By: Alan Weaver
Deputy