Project Name: Provision of Odor Consulting Services

19

AMENDMENT #2 TO AGREEMENT FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this ___ day of _____, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and CalRecovery, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement on March 16, 2004 for professional services for odor control consultation and technical assistance.

WHEREAS, the parties amended the Agreement on June 15, 2004 to allow CONSULTANT to provide additional professional services including collection and analysis of meteorological data and potentially malodorous materials, conduct testing of odor additives, and assistance on a contingency plan.

WHEREAS, there continues to be the potential for odor generation that may require timely corrective stakeholder action.

WHEREAS, the parties now desire to amend the Agreement to allow CONSULTANT to provide continuing professional services that may include odor action plan updates, meteorological data analysis, identification of potential operational odor sources at stakeholder facilities, odor complaint program updates, special analyses related to odor management and attendance at meetings with the City of Milpitas as circumstances arise.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 2, entitled "Compensation" shall be increased by $17,700, from $34,500 to $52,200.

2. Exhibit A, entitled "Scope of Services" is amended by adding Tasks 3-1 thru 3-6 shown in Exhibit A-3 entitled "Scope of Services" and adding Tasks 3-1 thru 3-6 shown in Exhibit A-4 entitled "Activities for the Development of A Plan to Address Odor Complaints in Milpitas" which are attached hereto and incorporated by reference herein.

3. Exhibit B, entitled "Compensation Manner and Amount" is amended by adding Table B-2 as shown on Exhibit B-2 and increasing the not-to-exceed amount by $17,700, from $34,500 to $52,200.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 3, entitled "Insurance Requirements" of the Agreement dated March 2, 2004, between CalRecovery and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

_____
City Engineer as to content

_____
City Manager

_____
City Attorney as to Form

ATTESTED BY:

_____
City Clerk

EXHIBIT A-3

SCOPE OF SERVICES

CalRecovery proposes to perform the following work for the City related to odor management and control. Tasks will be triggered on an as-needed basis upon authorization from the City.

3.1. **Revise Odor Action Plan.** Assist the City in modifying and refining the City's current Odor Action Plan to reflect new information, modification of reporting systems, and other relevant factors.

3.2. **Analyze Data from Meteorological Stations.** Compile, review, and analyze data reported by the meteorological stations owned and operated by the City and those of other relevant stations in the area. Compile, review and analyze odor complaint data, BAAQMD complaint follow-ups, and on-site odor generating operations. Integrate the various sets of data, and synthesize and analyze potential correlations among meteorological data, odor complaints, and sources of odors. Describe correlations and their potential utility in forecasting potential, significant odor events/episodes, and conditions that might portend significant odor events/episodes. Also suggest potential modifications to the City's odor action plan and/or facility BMPs based on the results of this task work. Prepare preliminary analysis of data sets and results to provide 12 months of monitoring data and results.

3.3. **Describe Potential Operational Sources of Odors at Facilities.** Assist the City in identifying and defining specific operations and their schedules at specific facilities that are potential sources of odors (e.g., loading and hauling of biosolids in the fall) based on site visits and other information.

3.4. **Perform Special Analyses.** Assist the City on an as-needed basis in the conduct of other analyses related to odor management and control.

3.5. **Revise the City's Odor Complaint Process.** Assist the City in modifying its Odor Complaint Process so that it is consistent with the recently updated BAAQMD's process, and any new findings.

3.6. **Attend Project Review Meetings with City Staff.** Attend meetings with City staff to review and coordinate programs related to generation, management, and monitoring of odors.

EXHIBIT A-4

ACTIVITIES FOR THE DEVELOPMENT OF A PLAN TO ADDRESS ODOR COMPLAINTS IN MILPITAS

Task	Description	2005											2006			
		2	3	4	5	6	7	8	9	10	11	12	1	2	3	4
LABOR																
3-1	Revise Odor Action Plan															
3-2	Meteorological Data Analysis						Prelm Results							Update		
3-3	Describe Operational Odor Sources															
3-4	Revise Odor Complaint Program															
3-5	Perform Special Analyses															
3-6	Attend 3 Project Review Mtgs with City staff															

Exhibit B-2 Compensation Manner and Amount

TABLE B-2

Task	Description	Principal	Sr. Project Manager	Sr. Analyst/ Sr. Engineer	Technical Support	Total Hours	Cost ($)	Notes
	Billing rates:	150	110	80	50			
LABOR								
3-1	Revise Odor Action Plan	16	2		2	20	2,720	
3-2	Meteorological Data Analysis	16	2	4	12	34	3,540	(a)
3-3	Describe Operational Odor Sources	24	2		2	28	3,920	
3-4	Revise Odor Complaint Program	8	2		2	12	1,520	
3-5	Perform Special Analyses	24			2	26	3,700	
3-6	Attend 3 Project Review Mtgs with City staff	12				12	1,800	
	Total Labor	100	8	4	20	132	17,200	
ODCs							500	
TOTAL							$17,700	

Notes:

a) The full scope of work for Task 3-2, is such work is requested by the City, would be funded by the amount indicated as part of Amendment #2 and by the balance of the funds remaining in Amendment #1.