

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2026, amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as CITY), and TETRA TECH BAS, INC., a California Corporation (hereinafter referred to as Consultant).

RECITALS

WHEREAS, the CITY and CONSULTANT entered into a Consultant Services Agreement on October 1, 2024 (Agreement) following adoption of Resolution of Urgent Necessity (Resolution No. 2024-195), to provide professional consulting services for the implementation of operations, maintenance and monitoring for the Fresno Sanitary Landfill Superfund Site for a total fee of \$611,679; and

WHEREAS, the CITY and CONSULTANT entered into a First Amendment to the Agreement on June 30, 2025 (First Amendment) to extend the term of the Agreement to December 31, 2025, to allow the Consultant to continue services throughout the extended term; and

WHEREAS, the CITY and CONSULTANT entered into a Second Amendment to the Agreement on October 20, 2025 (Second Amendment) to continue the scope of services and increase monetary consideration in the amount of \$167,432 for a total contract amount of \$779,111; and

WHEREAS, ongoing services have become necessary at the Fresno Sanitary Landfill Superfund Site for the preservation of life, health, and safety of the surrounding area; and

WHEREAS, the CITY and CONSULTANT now desire to enter into this Third Amendment to continue the scope of services, and increase monetary consideration in the amount of \$100,400, for a revised total contract value of \$879,511 and extend the term of the Agreement from January 31, 2026 to January 31, 2027, 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. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The Agreement is extended to January 31, 2027.
3. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated October 1, 2024, remains in full force and effect.

4. Consultant's compensation is hereby amended to increase by \$100,400, for a total revised contract amount of \$879,511.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Paul Amico, PE,
Director of Public Utilities

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by: Christine C. Charitar 3/5/2026
By: _____
66086C14193B4F5...
Christine C. Charitar Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

REVIEWED BY:
Signed by: David Vilcherrez
By: _____
7F8E941E7BD6489...
David Vilcherrez, PE
Licensed Professional Engineer
Department of Public Utilities

Attachment:
Exhibit A – Scope of Services

TETRA TECH BAS, INC., a California corporation

DocuSigned by:
By: Christine Arbogast
C19A7E7443AB49B...
Name: Christine Arbogast

Title: President, Tetra Tech BAS, Inc.
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

Signed by:
By: Jeffrey M Williams
C6FA62C662294E1...
Name: Jeffrey M Williams

Title: Chief Financial Officer
(If corporation or LLC., CFO., Treasurer, Secretary or Assistant Secretary)

Exhibit A

TETRA TECH BAS, INC., will complete the Third Amendment scope of Services for a total fee not to exceed the values below:

Third Amendment

Task 1 – LFG Collection System Wellfield Monitoring and Tuning (Monthly)	\$120,600
Task 7 – Non-Routine and Emergency OM&M Services (T&M)(Contingency)	\$22,664
Task 5 – Instantaneous and Penetrations Surface Emissions Monitoring (1 st Quarter 2026)	\$10,174
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TOTAL ADDITIVE AMOUNT	\$153,438
Task 2 – LFG Condensate Sumps Monitoring (Frequency: Monthly)	(\$2,476)
Task 3 – LFG Treatment System Monitoring (Frequency: Monthly)	(\$1,193)
Task 4 – Perimeter Probe Monitoring for Probes MMW4, MMW5 and MMW6 (Frequency: Twice per Week)	(\$10,852)
Task 7 – Non-Routine and Emergency OM&M Services (T&M)(Contingency)	(\$38,516)
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TOTAL DEDUCT AMOUNT	(\$53,038)
NET PROFESSIONAL SERVICES FEE	\$100,400

Second Amendment

Task 1 – LFG Collection System Wellfield Monitoring and Tuning (Monthly)	\$57,941
Task 2 – LFG Condensate Sumps Monitoring (Monthly)	\$7,430
Task 3 – LFG Treatment System Monitoring (Monthly)	\$7,163
Task 4 – Perimeter Probe Monitoring for Probes MMW4, MMW5 and MMW6 (Twice per Month)	\$15,321
Task 5 – Instantaneous and Penetrations Surface Emissions Monitoring (Quarterly)	\$20,285
Task 6 – Flare Station Maintenance Plan (Technical Memo)	\$9,292
Task 7 – Non-Routine and Emergency OM&M Services (T&M)(Contingency)	\$50,000
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TOTAL PROFESSIONAL SERVICES FEE	\$167,432

First Amendment

Time extension only.	
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TOTAL PROFESSIONAL SERVICES FEE	\$0.00

Original Contract Amount

Task 1 – LFG Collection System Wellfield Monitoring and Tuning (Frequency: Monthly)	\$107,300
Task 2 – LFG Condensate Sumps Monitoring (Frequency: Monthly)	\$11,970
Task 3 – LFG Treatment System Monitoring (Frequency: Monthly)	\$11,545
Task 4 – Perimeter Probe Monitoring for Probes MMW4, MMW5 and MMW6 (Frequency: Twice per Week)	\$101,618
Task 5 - Non-Routine and Emergency OM&M Services	\$50,000
Task 6 – Blower Inspection and Repairs	\$15,582
Task 7 – Air Compressor Inspection and Maintenance	\$7,832
Task 8 – Flare Louver Motor Replacement	\$11,731
Task 9 – Procure Spare Sample Ports and Caps	\$649
Task 10 – Emergency Wellfield Repairs	\$53,572
Task 11 – LFGCCS Emergency Jumper Line Installation	\$199,900
Contingency (20%)	\$39,980
TOTAL PROFESSIONAL SERVICES FEE	\$611,679

TOTAL CONTRACT AMOUNT: \$879,511

SCHEDULE

Completion of Services January 31, 2027