

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, 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, and allowed Consultant to continue services throughout the extended term; 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 Second Amendment to continue services, increase monetary consideration in the amount of \$167,432, for a revised total contract value of \$779,111, and extend the term of the Agreement from December 31, 2025 to January 31, 2026, to complete the continued 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, 2026.
3. The Agreement is amended to expand the scope of services as indicated in **Exhibit A**, attached hereto, and incorporated herein by reference.
4. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall not exceed a total fee of One Hundred Sixty-Seven Thousand and Four Hundred Thirty-Two Dollars (\$167,432). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated October 1, 2024, remains in full force and effect.

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

By: \_\_\_\_\_  
Paul Amico, PE,  
Interim Director of Public Utilities

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Signed by: \_\_\_\_\_ 9/29/2025  
By: Angela M. Karst \_\_\_\_\_  
0A8F88F889DD447... Date  
Senior Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

TETRA TECH BAS, INC., a California  
corporation

DocuSigned by:  
By: Christine Arbogast 9/25/2025  
C19A7E7443AB49B...  
Name: Christine Arbogast

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

Signed by: \_\_\_\_\_ 9/29/2025  
By: Jeffrey M. Williams \_\_\_\_\_  
C6FA62C662294E1...  
Name: Jeffrey M. Williams

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

REVIEWED BY:

Signed by: \_\_\_\_\_ 9/25/2025  
By: Charles E. Sanchez, PE \_\_\_\_\_  
F043BC2CF3B44BD...  
Licensed Engineer Manager  
Department of Public Utilities

Attachment: Exhibit A

## Exhibit A

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

### SCOPE OF SERVICES

Task	No. Events	Unit Cost (Per Event)(\$)	Total Cost
Task 1 – LFG Collection System Wellfield Monitoring and Tuning (Monthly)	6	\$9,956.83	\$57,941
Task 2 – LFG Condensate Sumps (Monthly)	6	\$1,238.33	\$7,430
Task 3 – LFG Treatment System Monitoring (Monthly)	6	\$1,193.83	\$7,163
Task 4 – Perimeter Probe Monitoring for Probes MMW4, MMW5 and MMW6 (Twice per Month)	12	\$1,276.75	\$15,321
Task 5 – Instantaneous and Penetrations Surface Emissions Monitoring (Quarterly)	2	\$10,142.50	\$20,285
Task 6 – Flare Station Maintenance Plan (Technical Memo) (T&M)	1	\$9,292	\$9,292
Task 7 – Non-Routine and Emergency OM&M Services (T&M)	N/A	N/A	\$50,000
<b>TASK 1 THROUGH 7 (6-MONTH) TOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>\$167,432</b>

### SCHEDULE

Completion of Services

January 31, 2026