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FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2026, by and between COUNTY OF FRESNO, a political subdivision of the State of California (hereafter "COUNTY"), and TETRA TECH BAS, INC., a California corporation, whose address 1360 Valley Vista Drive, Diamond Bar, California 91765 (hereinafter "CONTRACTOR").

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement dated the 9TH day of January, 2024, and identified as Agreement No. 24-030 (hereinafter "the Agreement"), under the terms of which the CONTRACTOR agreed to provide operation and maintenance of the landfill gas collection and control system (LFGCCS) at the American Avenue Disposal Site (AADS) in accordance with State and Federal Requirements, effective February 1, 2024, through January 31, 2027; and

WHEREAS, the Agreement established a five-year maximum compensation amount of \$727,680 for Basic Services and \$375,000 for Extra Services, for a total maximum of \$1,102,680; and

WHEREAS, COUNTY has assumed responsibility for alternative compliance measures required under the San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 4311, including preparation and submittal of an Authority to Construct (ATC) application for an Ultra-Low NOx flare, and the subsequent construction of said flare; and

WHEREAS, these additional regulatory obligations, together with unanticipated system needs require an increase in funding for Extra Services under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

///

1 1. Article 3.2 (“Maximum Compensation”), Page 3 of the Agreement, is hereby
2 amended to increase the maximum compensation by Four Hundred Thousand Dollars
3 (\$400,000), raising the total Agreement maximum from \$1,102,680 to \$1,502,680.

4 Exhibit B, Section A (“Total Fee”), Page B-1, is hereby amended to increase the Total
5 Fee for the original three-year term from \$805,157 to \$1,205,157.

6 2. Exhibit B, Section C (“Extra Services”), Page B-3, is hereby amended to increase
7 the Extra Services allocation from \$375,000 to \$775,000. All other compensation
8 provisions under Exhibit B remain unchanged.

9
10 3. All references in the Agreement to “Exhibit B” shall hereafter be deemed
11 “Revised Exhibit B.” Revised Exhibit B is attached hereto and incorporated herein by
12 this reference.

13 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
14 the Agreement. Upon full execution of this Amendment, the Agreement, together with
15 this Amendment, shall constitute the complete and binding Agreement between the
16 parties. Except as expressly amended herein, all provisions, terms, conditions,
17 covenants, and obligations of the original Agreement shall remain in full force and
18 effect.

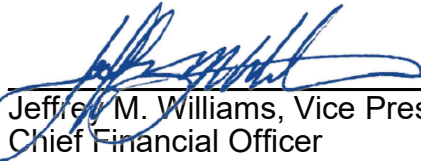
19 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Amendment on the date stated in the introductory clause.

Tetra Tech BAS, Inc.

COUNTY OF FRESNO



Jeffrey M. Williams, Vice President/
Chief Financial Officer

Garry Bredefeld, Chairman of the Board
of Supervisors of the County of Fresno

21700 Copley Drive, Suite 200
Diamond Bar, CA 91765

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

April 3, 2026

Date

By: _____
Deputy

For accounting use only:

Org No.: 9026
Account No. 7295
Fund No.: 0700
Subclass No.: 15000

Revised Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Revised Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Revised Exhibit B.

Tasks 1, 2, 3 and 4 will be performed on a flat rate basis, Extra Services will be performed on a time and material basis, according to the current rate schedule. Task 5 and Extra Services will require written authorization prior to commencement of work with the exception of emergency services. Emergency services will only be performed after verbal authorization from Fresno County staff to be followed by a written authorization confirmation.

A. Total Fee:

1. The total fee includes both Basic Fee and Extra Services. Basic Fee services will be subject to an annual maximum compensation amount specified in Revised Exhibit B, Section B. The cumulative amount payable under this Agreement for Extra Services provided under Revised Exhibit B, Section C, however, will not be subject to an annual maximum. The Agreement allows payment for performance of Extra Services in such amount as is required during the contract year, so long as the maximum cumulative amount of the Total Fee is not exceeded.

2. The amount of the Total Fee for the original three-year term of the Agreement shall be \$1,205,157.00; and it is further hereby provided that if the Agreement is renewed, then the maximum cumulative amount of the Total Fee, which includes both Basic Fee and Extra Services allocation, shall be increased as provided below.

B. Basic Fee:

1. Notwithstanding any other provision in this Agreement, the Basic Fee for the Services required under Exhibit A, Tasks 1, 2, 3 and 4 shall be invoiced at the cost rates shown below. Those rates as listed therein for such Basic Fee services shall remain in effect for the entire duration of this Agreement. Within the Total Fee limitation described in Revised Exhibit B, Section A above, the Maximum Annual Basic Fee shall be divided as follows:

Total Annual Fee	<u>Year 1</u>
Task 1 Routine LFGCCS Operation, Monitoring, Maintenance, and Reporting	\$ 31,788.00

Revised Exhibit B

1	Task 2 LFG Surface Emission Testing and Reporting	\$ 84,047.50
2	Task 3 Annual Landfill Gas Flare Source Test (FST)	\$ 21,366.00
3	Task 4 Report Preparation	\$ 4,139.50
4	Total Maximum Annual Basic Fee Year 1	\$141,341.00
5	Total Annual Fee	<u>Year 2</u>
6	Task 1 Routine LFGCCS Operation, Monitoring, Maintenance, and Reporting	\$ 32,583.00
7	Task 2 LFG Surface Emission Testing and Reporting	\$ 84,124.00
8	Task 3 Annual Landfill Gas Flare Source Test (FST)	\$ 22,410.00
9	Task 4 Report Preparation	\$ 4,243.00
10	Total Maximum Annual Basic Fee Year 2	\$ 143,360.00
11		
12	Total Annual Fee	<u>Year 3</u>
13	Task 1 Routine LFGCCS Operation, Monitoring, Maintenance, and Reporting	\$ 33,397.00
14	Task 2 LFG Surface Emission Testing and Reporting	\$ 84,204.00
15	Task 3 Annual Landfill Gas Flare Source Test (FST)	\$ 23,506.00
16	Task 4 Report Preparation	\$ 4,349.00
17	Total Maximum Annual Basic Fee Year 3	\$145,456.00
18		
19	Total Annual Fee	<u>Year 4</u>
20	Task 1 Routine LFGCCS Operation, Monitoring, Maintenance, and Reporting	\$ 34,232.00
21	Task 2 LFG Surface Emission Testing and Reporting	\$ 84,285.00
22	Task 3 Annual Landfill Gas Flare Source Test (FST)	\$ 24,657.50
23	Task 4 Report Preparation	\$ 4,457.50
24	Total Maximum Annual Basic Fee Year 4	\$147,632.00
25		
26	Total Annual Fee	<u>Year 5</u>
27	Task 1 Routine LFGCCS Operation, Monitoring, Maintenance, and Reporting	\$ 35,088.00
28	Task 2 LFG Surface Emission Testing and Reporting	\$ 84,368.00

Revised Exhibit B

1	Task 3 Annual Landfill Gas Flare Source Test (FST)	\$ 25,866.00
2	Task 4 Report Preparation	\$ 4,569.00
3	Total Maximum Annual Basic Fee Year 5	\$149,891.00

4
5 2. Upon written agreement and authorization by both County's Landfill Operations Manager
6 and Contractor, the amounts listed above for each Task may be redistributed within the limits of the
7 total amount listed for the Annual Basic Fee. Provided, however, that any increase(s) in the maximum
8 amount of the Annual Basic Fee for any contract year and/or the cumulative total of the Basic Fee as
9 established in Revised Exhibit B, Section A.1 above, will require a written amendment to this
10 Agreement, approved by the Board of Supervisors in accordance with the provisions of Article 12.1.

11 C. Extra Services

12 1. A cumulative allocation of \$775,000.00 to pay for authorized Extra Services is provided
13 herein by this Agreement. Payment of Extra Services in excess of \$775,000.00 is prohibited except
14 upon a written Amendment to this Agreement pursuant to the provisions of Article 12.1 hereof.

15 2. The Contractor shall not undertake any Extra Services without the advance written
16 authorization of the County Representative. The Contractor and the County shall expressly confirm in
17 writing the authorization and maximum cost for any such services before the Contractor initiates any
18 work thereon.

19 3. The following are Contractor services which are considered as not included in Exhibit A
20 but may be required and thus considered Extra Services.

21 a. Providing unforeseen, extraordinary, or unique services,
22 additional LFGCCS maintenance and/or related work required by regulatory agencies or items not
23 covered or normally included in the Basic Fee but authorized by the County Representative.

24 b. Extra Services shall be characterized and invoiced under the following heading,
25 as authorized by the County Representative:

26 TASK 5 – CONSULTATION/REGULATORY AGENCY RESPONSE (EXTRA SERVICES)

27 Consultation and/or preparation of response to regulatory agency will be provided as needed and will
28 be based on the Contractor's submittal, in writing, of the proposed scope of work and proposed

Revised Exhibit B

1 maximum (“not to exceed”) cost for completion thereof. All such proposals shall be submitted to the
2 County in advance of performing any services. The Contractor will perform services only after receiving
3 from the County Representative written acceptance of the proposal.

4 NON-ROUTINE SCHEDULED MAINTENANCE (EXTRA SERVICES)

5 Non-routine scheduled maintenance consists of corrective repair or maintenance work identified by the
6 Contractor during regular Site visits or by County staff. This work is essential for proper LFGCCS
7 operation; however, it is considered work that can be scheduled to allow for procurement of materials or
8 equipment or assignment of personnel. The Contractor shall provide a not-to-exceed quote to the
9 County for all non-routine scheduled maintenance, and work will only be performed after authorization
10 from the County to the Contractor. Written authorization will be required prior to the accomplishment of
11 the work.

12 EMERGENCY MAINTENANCE (EXTRA SERVICES)

13 Emergency maintenance is required to provide immediate response to protect life, property, and the
14 environment or to restore system operations. Due to the nature of these items, repairs may have to be
15 initiated as needed, 24 hours per day, 7 days a week, 365 days per year. Emergency maintenance will
16 only be performed after verbal authorization from County staff, to be followed by a written authorization
17 confirmation.

18 4. Fees for Extra Services authorized under non-routine and emergency maintenance as
19 described above shall be computed at the hourly cost rates and material costs shown in Attachment C.
20 Fees for Extra Services requested to be provided by Contractor under Task 5 above shall be authorized
21 as maximum (“not to exceed”) amounts for specifically defined services.

22 5. Notwithstanding the provisions of Revised Exhibit B, Section B.1 establishing the hourly
23 rates for Basic Fee services hereunder, the hourly rates for Extra Services may be renegotiated
24 annually at Contractor’s request by submitting the proposed changes to the County Representative at
25 least sixty (60) days prior to the renewal date of this Agreement. Upon review and written approval of
26 the County Representative, the County may authorize the change in hourly rates. However, the total
27 amount of the Maximum Annual Basic Fee may not be increased except upon formal written
28

Revised Exhibit B

1 Amendment to this Agreement, approved by County's Board of Supervisors in accordance with Article
2 12.1 above.

3 6. In the event County expressly authorizes Extra Services, Contractor shall keep complete
4 records showing the hours and description of activities worked by each person who works on the
5 project and all costs and charges applicable to the Extra Services work authorized. Should there be a
6 claim for Extra Services, the Contractor agrees and acknowledges that the claimant shall specifically
7 identify the activity, performer of the activity, reason for the activity, and County official requesting the
8 activity, and that failure to do so will result in denial of the claim. Contractor shall be responsible for all
9 sub-consultants keeping similar records. The Contractor shall not stop the work, including the work in
10 other areas unrelated to the Extra Services request or claim, unless it can be shown the project work
11 cannot proceed while a claim or request for Extra Services is being evaluated.