



**AMENDMENT NUMBER TWO TO
CONTRACT NUMBER MA-299-18011418
FOR LANDFILL GAS SERVICES
FOR CENTRAL REGION LANDFILLS**

This Amendment Number Two (“**Amendment**”) Contract Number MA-299-18011418 to provide Landfill Gas Services for Central Region Landfills (“**Contract**”) is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling department (“**County**”) and **Tetra Tech BAS, Inc.** (“**Contractor**”), with a principal office located at 21700 Copley Drive, Suite 200, Diamond Bar, CA 91765. County and Contractor are collectively referred to as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“**RFP**”) to provide Landfill Gas (“**LFG**”) Services for Central Region Landfills (“**Services**”); and

WHEREAS, the County Board of Supervisors authorized the County Procurement Officer or authorized Deputy to enter into this Contract with Contractor to provide the Services for a three-year period, effective April 10, 2018 through April 9, 2021, in an amount not to exceed \$7,500,000; and

WHEREAS, unforeseen major repairs and required upgrades to the existing gas collection system at Frank R. Bowerman Landfill had to be constructed in 2019 to ensure compliance with stringent regulatory requirements; and

WHEREAS, Amendment Number One was issued to increase the Contract monetary limit by \$2,400,000, for a revised cumulative Contract total not to exceed \$9,900,000, in order to continue to provide routine and non-routine LFG Services as provided for in the Scope of Work, including special projects at the Frank R. Bowerman Landfill and closed site Santiago Canyon Landfill to maintain compliance with state and federal regulatory requirements; and

WHEREAS, Amendment Number One was issued to amend Article Q of the County General Terms and Conditions, in its entirety, as follows and incorporated herein:

Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the

County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties; and

WHEREAS, Contractor confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Article Q herein; and

WHEREAS, the Silverado Fire on October 26, 2020 caused significant damage to the LFG System at the Frank R. Bowerman Landfill requiring extensive repairs; and

WHEREAS, County now desires to immediately increase the Contract in the amount of \$2,500,000, effective upon Board approval and execution of all necessary signatures, for a revised cumulative Contract total not to exceed \$12,400,000, in order to repair the damages sustained in the Silverado Fire; and

WHEREAS, County now desires to renew the Contract, effective April 10, 2021 through April 9, 2022, in an amount not to exceed \$2,500,000, for a revised cumulative Contract total not to exceed \$14,900,000;

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the Contractor in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, the Parties agree as follows:

1. Contract Number MA-299-18011418 shall be increased \$2,500,000, for a revised cumulative Contract total not to exceed \$12,400,000, effective upon Board approval and execution of all necessary signatures.
2. Contract Number MA-299-18011418 shall be renewed, effective April 10, 2021 through April 9, in an amount not to exceed \$2,500,000, for a revised cumulative Contract total not to exceed \$14,900,000.
3. Except as amended herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment Number Two to Contract MA-299-18011418 on the dates opposite their respective signatures below.

Tetra Tech BAS, Inc.*

Christine Arbogast	Operating Unit President
_____ Print Name	_____ Title
<i>Christine Arbogast</i>	12/04/2020 2:46 PM PST
_____ Signature	_____ Date
Jeffrey M. Williams	CFO, Vice President
_____ Print Name	_____ Title
<i>Jeffrey M. Williams</i>	12/04/2020 11:34 AM PST
_____ Signature	_____ Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

County of Orange, a political subdivision of the State of California

_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM

County Counsel

By Paul Albarian
Paul Albarian, Senior Deputy

Date 12/07/2020 | 8:37 AM PST