

## ATTACHMENT A

### AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN INTERNATIONAL ENVIRONMENTAL, INC. FOR NEWPORT TERRACE LANDFILL GAS CONTROL SYSTEM OPERATIONS AND MAINTENANCE SERVICES

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 10th day of June, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and AMERICAN INTERNATIONAL ENVIRONMENTAL, INC., a California corporation ("Consultant"), whose address is 3301 East Miraloma Avenue, Suite 191, Anaheim, California 92806, and is made with reference to the following:

#### RECITALS

- A. On July 13, 2021, City and Consultant entered into a Professional Services Agreement (Contract No. C-8734-1) ("Agreement") to engage Consultant to provide environmental engineering services for the operations and maintenance of Newport Terrace Landfill Gas Control System ("Project").
- B. On June 25, 2024, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to extend the term of the Agreement to June 30, 2025, to increase the total compensation, and to update Section 25.3 of the Notices section.
- C. The parties desire to enter into this Amendment No. Two to extend the term of the Agreement to June 30, 2026, and to increase the total compensation.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2026, unless terminated earlier as set forth herein."

#### 2. COMPENSATION TO CONSULTANT

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Six Hundred Sixty Eight Thousand Dollars and 00/100 (\$668,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **Seventy Five Thousand Dollars and 00/100 (\$75,000.00)**.

### **3. INTEGRATED CONTRACT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 5/22/25

By: Joe Montoya for  
Aaron C. Harp  
City Attorney

05.22.25  
cmr

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Stapleton  
Mayor

**CONSULTANT: AMERICAN  
INTERNATIONAL ENVIRONMENTAL,  
INC.,** a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kambiz Jozitehrani  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Shery Vosoughkia  
Chief Financial Officer

**[END OF SIGNATURES]**