

**Tetra Tech BAS, Inc.**

**Solid Waste, Landfill, and Wastewater Treatment Plant General Engineering and Construction Quality Assurance Services**

**AGREEMENT FOR SERVICES #8823**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tetra Tech BAS, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 21700 Copley Drive, Suite 200, Diamond Bar, California 91765 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to assist its Environmental Management Department in performing as-needed solid waste, landfill, and wastewater treatment plant general engineering and construction quality assurance plan services;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with Labor Code, section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

**WHEREAS**, April 11, 2024, Contractor was formally approved to a qualified list for as-needed solid waste, landfill, and wastewater treatment plant general engineering and construction quality assurance services as the result of competitive Request for Qualifications (RFQ) #24-0034;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, subcontractors, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

For each as-needed work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Contractor. For each work assignment, Contractor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each as-needed work assignment identifying the specific site where the work will be performed, a description of the work or other services to be performed, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. With the exception of urgent and immediate Work Orders, no payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

For services performed as the result of an urgent or immediate need, as determined by County's Contract Administrator, authorization to perform the required services necessary to ensure that County property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform urgent or immediate services under this Agreement will be confirmed to Contractor by a written Work Order, as applicable, issued by County's Contract Administrator. Contractor shall respond to all requests for urgent or immediate services with Contractor's personnel on-site within four (4) hours from the time County's Contract Administrator transmitted the verbal or email service request.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the

cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

If a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft Office 365 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverable in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XXIV, Default, Termination, and Cancellation.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees, agents, associates, representatives, or subcontractors.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Notwithstanding any other provision of this Agreement to the contrary, payments to Contractor and subcontractors for travel, lodging, per diem, and mileage expenses, if applicable, for Contractor's or subcontractor's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Contractor and subcontractor are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor and subcontractor shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed Work Order issued pursuant to this Agreement.

Subcontractor's services, authorized herein, shall be invoiced at Contractor's cost, with a fifteen percent (15%) markup, for the services rendered. Rates and fees, included in such costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subcontractor services shall be accompanied by backup documentation to substantiate Contractor's costs for the services being billed on those invoices.

Overtime rates shall be charged for all hours worked by a single employee in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for services provided after-hours and on Saturdays. Saturday hours are defined as 12:00 a. m. to 11:59 p.m. Double time rate shall be charged for all hours worked by a single employee in excess of twelve (12) hours, and for services performed on Sundays and County-recognized holidays. Any overtime and double time work must be authorized in advance (in writing) by County's Contract Administrator before performing the work.

The total amount of this Agreement shall not exceed \$450,000, inclusive of all Work Orders, and amended Work Orders, all work of subcontractors, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Invoices which include charges for parts, materials, or equipment furnished by Contractor shall be accompanied by backup documentation to substantiate Contractor's actual cost for the parts or materials billed. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Environmental Management Department  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Jeffrey Warren  
Director

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XXIV, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VI**

**Standards for Work:** Contractor and any subcontractors authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality and under similar conditions.

All of Contractor's and subcontractor's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Contractor and any subcontractor authorized herein, have/has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Contractor or subcontractor of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

#### **ARTICLE VII**

**Contractor's Project Manager:** Contractor designates Greg Saul, P.E./Civil Engineer, as its Project Manager for this Agreement. Contractor's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Contractor's Project Manager shall be responsible for all matters related to Contractor's personnel, operations, and any subcontractors authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Contractor's personnel and any subcontractors authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

#### **ARTICLE VIII**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770, et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

#### **ARTICLE IX**

**Apprentices:** Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8 California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required

ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

## **ARTICLE X**

**Certified Payroll:** As required under the provisions of Labor Code section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  - 1. Make available or furnish to the employee or his or her authorized representative on request.
  - 2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - 3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
  - 4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

## **ARTICLE XI**

### **Protection of Facilities:**

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of

Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.

- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

## **ARTICLE XII**

**Safety:** Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

## **ARTICLE XIII**

**Registration of Contractors:** No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by 8 California Code of Regulations section 16451.

## **ARTICLE XIV**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including



but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **ARTICLE XV**

**Payment of all Federal, State, or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

#### **ARTICLE XVI**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

#### **ARTICLE XVII**

**Reporting Accidents:** Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

#### **ARTICLE XVIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in subcontractors, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

#### **ARTICLE XIX**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless

County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE XX**

**Confidentiality:** Contractor and any subcontractors authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, including any subcontractors authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Environmental Management Department, or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE XXI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Contractor to utilize subcontractors for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Contractor prior to subcontractors' commencement of any work under this Agreement. Specific subcontractors shall be authorized in individual Work Orders issued pursuant to this Agreement. Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward County.

#### **ARTICLE XXII**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for

accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XXIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XXIV**

### **Default, Termination, and Cancellation:**

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
  - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
  - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
  - b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
  - c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
  - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect;
  - c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement,

unless County agrees, in writing, to an extension of the time to perform before that time period expires.

d. A violation of ARTICLE XXXV, Conflict of Interest.

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE XXV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Environmental Management Department  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Jeffrey Warren  
Director

With a copy to:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Tetra Tech BAS, Inc.  
21700 Copley Drive  
Diamond Bar, California 91765

Attn.: Christine Arbogast, Chief Executive Officer

or to such other location as Contractor directs.

#### **ARTICLE XXVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXVII**

**Indemnity:** To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Contractor includes the duty of defense, inclusive of that set forth in Civil Code section 2778 and is subject to any limit provided for in Civil Code section 2782.8(a) of the cost to defend charged to Contractor. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that the County's failure to immediately or timely notify Contractor does not limit or waive Contractor's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

The indemnity obligation owed is independent of the obligation to obtain insurance coverage sufficient to protect the County, as described in Article XXVIII.

This obligations owed the County under this provision shall survive the termination of this Agreement.

#### **ARTICLE XXVIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Contractor shall ensure that all subcontractors authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

#### **ARTICLE XXIX**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.



### **ARTICLE XXX**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it and any of its subcontractors employed under this agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

### **ARTICLE XXXI**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

### **ARTICLE XXXII**

#### **Guarantees:**

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### **ARTICLE XXXIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

### **ARTICLE XXXIV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

### **ARTICLE XXXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXIV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

#### **ARTICLE XXXVI**

##### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor and its subcontractors, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees, subcontractors, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor and its subcontractors shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 8103.

#### **ARTICLE XXXVII**

**California Residency (Form 590):** All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXXVIII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXXIX**

**Resolution of Claims:** Contractor's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XL**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XLI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management, or successor.

## **ARTICLE XLII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

## **ARTICLE XLIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

## **ARTICLE XLIV**

**Partial Invalidity:** If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XLV**

**No Third-Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

## **ARTICLE XLVI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

## **ARTICLE XLVII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 9-17-24

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Nyke Nyke  
Deputy Clerk

Dated: 9-17-24

--TETRA TECH BAS, INC.--

By: Jeffrey M. Williams  
Jeffrey M. Williams (Aug 6, 2024 15:57 PDT)  
Jeffrey Williams  
Chief Financial Officer

Dated: 08/06/2024

# **Tetra Tech BAS, Inc.**

## **Exhibit A**

### **Scope of Work**

On an as-needed basis, the Tetra Tech will perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein for County's Environmental Management Department and shall provide and make available the successful Respondent(s) own personnel, subcontractors, materials, vehicles, communication devices, and other equipment necessary to perform the services, work, and tasks designated herein. Services shall include at a minimum:

- Provide County with a full work task proposal, schedule, and a not-to-exceed cost estimate to complete the entire work task which will result in a written Work Order.
- Discuss and/or meet with County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Contractor staff, subcontractors, any task related travel or mileage budget, and to define the roles and responsibilities of both County and Contractor and what interaction Contractor shall have with County.
- Assign personnel to the subject project and ensure that they report, as assigned, with all of the necessary equipment to complete the work in a timely fashion.
- Meet with County either in person or by telephone, on a regular basis, as determined by County for each assignment.
- Provide field inspectors to observe project work on-site and perform the duties necessary in accordance with the plans, specifications, and all applicable federal, state, and local laws, rules, regulations, and ordinances.
- Obtain all permits and approvals, as necessary, to complete the work including Dust Mitigation Plans, Asbestos Dust Mitigation Plans, building permits, grading permits, and Fish and Game permits.
- Track and assist County in resolving community complaints on matters such as dust, naturally occurring asbestos, mud, erosion control, traffic, clearing, grading, and any other sensitive issues as they occur.

All work provided under this agreement shall be in accordance with the approved work order and billed on a time and materials basis. No work beyond the scope or fee of the approved work order(s), will be performed without County Approval.

**Tetra Tech BAS, Inc.**  
**Exhibit B**  
**Rate Schedule**

PERSONNEL	RATE			PERSONNEL	RATE			
	6/24-10/25	11/25-10/26	11/26-10/27		6/24-10/25	11/25-10/26	11/26-10/27	
Administrative Assistant	ADM ASST 197-B105	\$99	\$102	Staff Env. Specialist/Scientist I	STAFF ENV SP/S I 197-B220	\$111	\$114	\$118
Project Clerk	PR CLERK 197-B96	\$88	\$91	Staff Env. Specialist/Scientist II	STAFF ENV SP/S II 197-B221	\$123	\$127	\$130
Project Data Analyst	PR DATA 197-B93	\$81	\$83	Project Env. Specialist/Scientist I	PR ENV SP/S I 197-B222	\$134	\$138	\$142
Office Services Clerk	OFF SVC CLK 197-B95	\$99	\$102	Project Env. Specialist/Scientist II	PR ENV SP/S II 197-B223	\$154	\$159	\$163
Project Coordinator	PR COORD 197-B81	\$148	\$152	Project Env. Specialist/Scientist III	PR ENV SP/S III 197-B224	\$168	\$173	\$178
Senior Project Coordinator	SR PR COORD 197-B158	\$169	\$174	Senior Env. Specialist/Scientist I	SR ENV SP/S I 197-B225	\$178	\$183	\$189
CAD Tech I	CAD TECH I 197-B255	\$92	\$95	Senior Env. Specialist/Scientist II	SR ENV SP/S II 197-B98	\$187	\$193	\$198
CAD Tech II	CAD TECH II 197-B256	\$107	\$110	Senior Env. Specialist/Scientist III	SR ENV SP/S III 197-B38	\$199	\$205	\$211
CAD Tech III	CAD TECH III 197-B257	\$127	\$131	Staff Planner/Permitter I	STAFF PLN/PRM I 197-B271	\$74	\$76	\$79
CAD Tech IV	CAD TECH IV 197-B258	\$146	\$150	Staff Planner/Permitter II	STAFF PLN/PRM II 197-B272	\$92	\$95	\$98
Designer I	DES I 197-B261	\$164	\$169	Staff Planner/Permitter III	STAFF PLN/PRM III 197-B273	\$99	\$102	\$105
Designer II	DES II 197-B262	\$178	\$183	PR PLN/PRM I 197-B167	PR PLN/PRM I 197-B167	\$115	\$118	\$122
Designer III	DES III 197-B263	\$197	\$203	PR PLN/PRM II 197-B168	PR PLN/PRM II 197-B168	\$127	\$131	\$135
Designer IV	DES IV 197-B264	\$214	\$220	PR PLN/PRM III 197-B169	PR PLN/PRM III 197-B169	\$139	\$143	\$147
Staff Engineer I	STAFF ENG I 197-B268	\$124	\$128	PR PLN/PRM IV 197-B170	PR PLN/PRM IV 197-B170	\$149	\$153	\$158
Staff Engineer II	STAFF ENG II 197-B269	\$134	\$138	SR PLN/PRM I 197-B226	SR PLN/PRM I 197-B226	\$161	\$166	\$171
Staff Engineer III	STAFF ENG III 197-B270	\$146	\$150	SR PLN/PRM II 197-B227	SR PLN/PRM II 197-B227	\$175	\$180	\$186
Project Engineer I	PR ENG I 197-B265	\$156	\$161	SR PLN/PRM III 197-B228	SR PLN/PRM III 197-B228	\$206	\$212	\$219
Project Engineer II	PR ENG II 197-B266	\$167	\$172	SR PLN/PRM IV 197-B229	SR PLN/PRM IV 197-B229	\$225	\$232	\$239
Project Engineer III	PR ENG III 197-B267	\$178	\$183	PRINC PLN/PRM 197-B138	PRINC PLN/PRM 197-B138	\$285	\$294	\$302
Senior Engineer I	SR ENG I 197-B101	\$188	\$194	ARCH I 197-B216	ARCH I 197-B216	\$134	\$138	\$142
Senior Engineer II	SR ENG II 197-B128	\$199	\$205	ARCH II 197-B217	ARCH II 197-B217	\$161	\$166	\$171
Senior Engineer III	SR ENG III 197-B250	\$210	\$216	ARCH III 197-B253	ARCH III 197-B253	\$188	\$194	\$199
Supervising Engineer I	SPV ENG I 197-B251	\$221	\$228	ARCH IV 197-B254	ARCH IV 197-B254	\$215	\$221	\$228
Supervising Engineer II	SPV ENG II 197-B252	\$231	\$238	STAFF GEO I 197-B207	STAFF GEO I 197-B207	\$124	\$128	\$132
Supervising Engineer III	SPV ENG III 197-B259	\$242	\$249	STAFF GEO II 197-B208	STAFF GEO II 197-B208	\$134	\$138	\$142
Division Engineer I	DIV ENG I 197-B5	\$263	\$271	STAFF GEO III 197-B209	STAFF GEO III 197-B209	\$146	\$150	\$155
Division Engineer II	DIV ENG II 197-B6	\$274	\$282	PR GEO I 197-B202	PR GEO I 197-B202	\$156	\$161	\$166
Principal Engineer	PRINC ENG 197-B115	\$300	\$309	PR GEO II 197-B203	PR GEO II 197-B203	\$167	\$172	\$177
Principal	PRINC 197-B1	\$322	\$332	PR GEO III 197-B204	PR GEO III 197-B204	\$178	\$183	\$189
Senior Principal	SR PRINC 197-B116	\$338	\$348	SR GEO I 197-K51	SR GEO I 197-K51	\$188	\$194	\$199
Project Manager	PR MGR 197-B122	\$176	\$181	SR GEO II 197-K83	SR GEO II 197-K83	\$199	\$205	\$211
Project Manager I	PR MGR I 197-B17	\$187	\$193	SR GEO III 197-K71	SR GEO III 197-K71	\$210	\$216	\$223
Project Manager II	PR MGR II 197-B124	\$214	\$220	SUPV GEO I 197-B210	SUPV GEO I 197-B210	\$221	\$228	\$234
Project Manager III	PR MGR III 197-B15	\$226	\$233	SUPV GEO II 197-B211	SUPV GEO II 197-B211	\$231	\$238	\$245
Project Manager IV	PR MGR IV 197-B139	\$236	\$243	SUPV GEO III 197-B206	SUPV GEO III 197-B206	\$242	\$249	\$257
Project Manager V	PR MGR V 197-B147	\$248	\$255	PRINC GENG/GEO 197-B249	PRINC GENG/GEO 197-B249	\$253	\$261	\$268
Senior Project Manager	SR PROJ MGR 197-B11	\$258	\$266	PRINC GENG 197-B248	PRINC GENG 197-B248	\$280	\$288	\$297
Program Director	PROG DIR 197-B7	\$306	\$315	SAFT 197-K90	SAFT 197-K90	\$116	\$119	\$123
Project Advisor*		\$275-\$375	\$275-\$375	SAFT PW 197-K91	SAFT PW 197-K91	\$145	\$149	\$154
Construction Supervisor I	CON SUPV I 197-B183	\$178	\$183	TECH 197-B120	TECH 197-B120	\$60	\$62	\$64
Construction Supervisor II	CON SUPV II 197-B184	\$188	\$194	TECH I 197-B72	TECH I 197-B72	\$90	\$93	\$95
Construction Supervisor III	CON SUPV III 197-B185	\$199	\$205	TECH II 197-B74	TECH II 197-B74	\$105	\$108	\$111
Construction Manager I	CON MGR I 197-B18	\$210	\$216	SR TECH I 197-B79	SR TECH I 197-B79	\$117	\$121	\$124
Construction Manager II	CON MGR II 197-B143	\$226	\$233	SR TECH II 197-B118	SR TECH II 197-B118	\$139	\$143	\$147
Senior Construction Manager	SR CON MGR 197-B142	\$263	\$271	SR TECH III 197-B121	SR TECH III 197-B121	\$152	\$157	\$161
Principal Construction Manager	PRINC CON MGR 197-B66	\$289	\$298	CHIEF TECH 197-B117	CHIEF TECH 197-B117	\$171	\$176	\$181
Chief of Survey Parties	CHIEF SURV 197-B88	\$197	\$203	2-MAN SURV 197-B89	2-MAN SURV 197-B89	\$352	\$363	\$373
I-Man Survey Party with GPS	I-MAN SURV 197-B130	\$237	\$244					

Rates are Effective June 2024 - October, 2027 (or until the contract expires whichever comes first). Court Appearance (Expert Witness, Deposition) and Overtime Premium is 150% of Personnel Hourly Rate (Subject to prior written approval by County's Contract Administrator, or designee). \*Rate for Project Advisor to be based on specialized staff required.

**IN-HOUSE EXPENSES**

5% markup will be added to all Personnel Fees which covers the in-house costs such as preparing invoices, reproductions, computer charges, and other small incidental direct costs.

**OTHER EXPENSES**

Company and Survey Vehicles \$16/hour  
 Subcontractor Other Out-of-Pocket Expenses/Supplies Cost + 15%  
 Subcontractors/Outside/Construction Services Cost + 15%  
 Travel and Per Diem for Living Expenses In accordance with ARTICLE III

Outside services performed by others and direct expenses incurred on the Contractor's behalf are charged an administrative fee of fifteen (15%) to cover the cost to provide for administration, subcontractor contract coordination and insurance. Fee to be added to the direct cost of all consultants, vendors, materials, equipment suppliers, other direct costs, and any other outside services which are billed in accordance with ARTICLE III.



## EQUIPMENT RENTAL RATES

Equipment rental rates may be increased upon thirty (30) day prior written request of Contractor and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44)	\$75	\$200	\$500
Alpha - I Personal Sampling Pump	\$75	\$200	\$500
Disposable Bailer	\$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50	\$150	\$300
Flow Calibrator (Gilian)	\$50	\$150	\$300
Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus)	\$125	\$350	\$900
Lung Sampler (Nutech 218)	\$100	\$300	\$800
Mini-Ram Data Logger	\$40	\$125	\$250
Mini-Ram Dust Meter	\$50	\$150	\$300
Organic Vapor Analyzer (OVA128)	\$125	\$400	\$1,000
Photo Ionization Detector (OVM580B)	\$125	\$400	\$1,000
Sample Train (Gas Extraction Pump)	\$50	\$150	\$300
Soil Auger/Sampler	\$30	\$90	\$180
Sounder (Liquid Level Indicator)	\$40	\$125	\$250
Horiba Meter	\$50	\$200	\$400
MiniRae 2000	\$75	\$200	\$500
GT Surveyor	\$75	\$200	\$500
Groundwater Sampling Equipment	\$30/hour	n/a	n/a
Company Vehicle	\$120	\$480	\$1,250
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person)	\$150	n/a	n/a
Respirator with Cartridge (full or half faced)			
Tyvek Coveralls, Outer Gloves, Glove Liners, Neoprene Boots			
Sand Cone or Nuclear Density Gauge	\$8/hour	n/a	n/a
Hand auger and soil sampling equipment	\$50	n/a	n/a
BAT Permeameter	\$180	n/a	n/a
Inclinometer read unit	\$400	n/a	n/a
Floor level manometer	\$50	n/a	n/a
Moisture vapor emission test kit (material only)	\$40/kit	n/a	n/a
Field inspection kit (camera, recorder, GPS)	\$35	n/a	n/a

# Tetra Tech BAS, Inc.

## Exhibit C

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

08/06/2024

Date

Tetra Tech BAS, Inc.

Type or write name of company

Jeffrey M. Williams  
Jeffrey M. Williams (Aug 6, 2024 15:57 PDT)

Signature of authorized individual

Jeffrey M. Williams

Type or write name of authorized individual