

## **Tetra Tech, Inc.**

### **FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7070**

**THIS FIRST AMENDMENT** to that Agreement for Services #7070 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, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3475 East Foothill Boulevard, Pasadena, California 91107, and whose mailing address is 2301 Lucien Way, Suite 120, Maitland, Florida 32751, (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide hazardous tree removal debris monitoring services for trees that are eligible for removal under Federal Emergency Management Agency (FEMA) Public Assistance (PA) guidelines within the Caldor Fire Area located within and adjacent to the public right-of-way in the County of El Dorado for its Department of Transportation, Maintenance and Operations Division, pursuant to Agreement for Services #7070, dated December 27, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$80,000, and to include a new fee schedule, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and update specific Articles to include updated contract provisions, adding **Exhibit C, California Levine Act Statement**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #7070 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

#### **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 Consultant 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 invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$150,000 (inclusive of all Work Orders and Amended Work Orders, costs, taxes, and expenses) unless modified by written agreement signed by both parties. 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 County-supplied Work Order number both on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE XI, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant 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  
Department of Transportation  
Maintenance and Operations Division  
2441 Headington Road  
Placerville, California 95667  
Attn.: Ashley Johnson

or to such other location as County directs.

Payment shall be made to the following address:

Tetra Tech, Inc.,  
P.O. Box 911642  
Denver, CO 80291-1642

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports 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 required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XXVII, Default, Termination, and Cancellation, herein.

**II. The following Article of the Agreement is amended to add sections L and M to read as follows:**

**ARTICLE XXV  
FEMA Provisions:**

**L. Build America Buy America Act**

Consultants and their subconsultants who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (“BABAA”) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Consultants and subconsultants certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Consultants and subconsultants shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

**M. Build America Buy America Act Self-Certification**

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the hazardous tree removal debris monitoring within the Caldor Fire area, that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Consultant or Subconsultant], Tetra Tech Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Consultant or Subconsultant] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of [Consultant’s or Subconsultant’s] Authorized Official

\_\_\_\_\_  
Name and Title of [Consultant’s or Subconsultant’s] Authorized Official

\_\_\_\_\_  
Date

**III. The following Article of the Agreement is fully replaced in its entirety to read as follows:**

**ARTICLE XXXVIII**

**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 Consultant 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.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, 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 Consultant becomes aware of a conflict of interest related to this Agreement, Consultant 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 XXVII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant 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 Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #7070 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #7070 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- TETRA TECH, INC. --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Jonathan Burgiel  
Business Unit President  
"Consultant"

# Tetra Tech, Inc.

## Amended Exhibit B

### Amended Rate Schedule

Consultant will be compensated on the actual hours of services furnished multiplied by Consultant's hourly rates listed in Table below.

<b>Labor Category</b>	<b>Standard Hourly Rate*</b>	<b>Overtime Hourly Rate*</b>
Project Manager	\$97.00	\$145.50
Operations Manager	\$85.00	\$127.50
Field Monitor Supervisors	\$60.00	\$90.00
Field Monitors (Loading Site, Debris Site, and Drop-Off)	\$45.00	\$67.50
Safety Supervisors	\$85.00	\$127.50
Data Support	\$75.00	\$112.50
Geographic Information System (GIS) Specialist	\$25.00	\$37.50
Billing/Invoice Analyst	\$55.00	\$82.50
Other Direct Costs- Mileage	In accordance with ARTICLE III, Compensation for Services	
Truck Inspections Level 1	\$2,968 per day	

*\*The hourly rates include all per-diem, taxes, benefits, handling, overhead, and profits.*

# Tetra Tech, 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 receives 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, and any elected official (collectively "Officer"). It is the Consultant'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 contributions 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 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.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized individual

\_\_\_\_\_  
Tetra Tech, Inc.  
Type or write name of company

\_\_\_\_\_  
Jonathan Burgiel  
Type or write name of authorized individual