

**AGREEMENT FOR
SULPHUR, PAWNEE, AND MENDOCINO COMPLEX WILDFIRES STRUCTURAL BURN
DEBRIS REMOVAL INSURANCE COST RECOVERY & INVOICING
IN LAKE COUNTY, CALIFORNIA**

AMENDMENT NO. 2

This Second Amendment to the Contract for Wildfires Structural Debris Removal Insurance Cost Recovery and Invoicing Services ("Amendment") is by and between the **COUNTY OF LAKE, CALIFORNIA** ("County") and **TETRA TECH, INC.** ("Contractor").

Recitals

WHEREAS, the County has entered into a Contract for Wildfires Structural Debris Removal Insurance Cost Recovery and Invoicing Services ("Contract") with Contractor for a period of one (1) year, beginning on November 26, 2019 through November 25, 2020 with the option to renew the contract term on a month to month basis;

WHEREAS, under Amendment No. 1, the Contract term was extended for a period of twelve (12) months from November 26, 2020 through November 25, 2021.

WHEREAS, the County and Contractor would like to extend the Contract for an additional period of twelve (12) months.

WHEREAS, the County has requested Contractor to provide services associated with two additional fires, the Clayton Fire and the LNU Lightning Complex Fires.

WHEREAS, the County has approved the Contractor's proposed cost for the additional services.

NOW THEREFORE, the parties hereby agree as follows:

1. Contract term. The Contract is renewed from November 26, 2021 through November 25, 2022.
2. Additional Services. The scope of the services now include services associated with collecting insurance proceeds for the cost of debris removal on the affected parcels for two additional fires, the Clayton Fire and the LNU Lightning Complex Fires.
3. Cost for Additional Services. The cost breakdown for the additional services are described in Attachment A which is attached hereto. The updated not to exceed contract amount is increased by \$164,375.00 from \$328,050.00 to \$492,425.00.
4. Due Performance-Default. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

5. Procurement of Recovered Materials.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. Modifications. This Amendment and the Contract, taken together, constitute the final agreement between the County and Contractor. Any modification of or additions to the terms of this Amendment or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

TETRA TECH, INC.


By: Jonathan Burgiel
Title: Business Unit President
Date: 07/12/2021

ATTEST:


Betty Kamara, Contracts Administrator

COUNTY OF LAKE, CALIFORNIA


By: Bruno Sabatier
Title: Chair, Board of Supervisors
Date: 07/14/2021

ATTEST:


Johanna Peelen (Jul 14, 2021 16:14 PDT)

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel


anita grant (Jul 8, 2021 17:54 PDT)



ATTACHMENT A

Estimated cost breakdown for the additional services:

Exhibit 4: Clayton Fire

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Project Manager	165	201	\$ 33,165.00
Insurance Specialist	145	435	\$ 63,075.00
Data/Case Manager	130	429	\$ 55,770.00
Administrative Assistant	55	32	\$ 1,760.00
Estimated Total			\$ 153,770.00

Assumed the total number of properties that have signed up for the program and will need insurance collected is 156 properties.

Exhibit 5: LNU Lightning Complex Fires

Labor Category	Hourly Rate	Estimated Hours	Total
Project Manager	165	14	\$ 2,310.00
Insurance Specialist	145	37	\$ 5,365.00
Data/Case Manager	130	20	\$ 2,600.00
Administrative Assistant	55	6	\$ 330.00
Estimated Total			\$ 10,605.00

Assume the total number of properties that have signed up for the program and will need insurance collected is 15 properties.

7. Lake County CA_Wildfire Debris Removal Insurance Cost Recovery Contra.._

Final Audit Report

2021-07-09

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