



Nancy Bush

Director

Disaster Management
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Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 1 to the Contract between Tetra Tech, Inc.,
for Debris Monitoring and Management Services

Purpose/Outcomes	Approval of (1) contract amendment to increase the funding by \$228,000.00 for above project, and (2) associated Task Order for Tetra Tech, Inc., under the County’s debris monitoring contract, to provide coordination, monitoring and liaison services for the wildfire recovery debris removal process on the County ROW and on private properties approved for cleanup.
Dollar Amount and Fiscal Impact	The Amendment, at direction of the County Administrator, authorizes up to \$228,000. The proposed task order permits up to \$182,820 for debris monitoring services through August 15, 2021. Clackamas County expects to receive a 75% cost share in Stafford Act Public Assistance reducing the County’s net cost for service to \$45,700 for the task order, and up to \$57,000 if the fully authorized amount is spent. While the task order will save substantial staff time, we anticipate staff from our Debris Management Team will provide several hours per week in support.
Funding Source	Funding for this service will be split between Disaster Management (General Fund) and the County Road Fund each providing up to \$91,410 in the current task order, and a maximum of \$114,000. Costs billed by Tetra Tech will be allocated out.
Duration	The contract is an on-call contract through December 31, 2025
Strategic Plan Alignment	<p>1) How does this item align with your Department’s Strategic Business Plan goals?</p> <p>Work to support recovery by removing wildfire debris aligns with both the mission of the Disaster Management Department including disaster recovery, and Department of Transportation and Development’s mission to support disaster debris management and transportation safety.</p> <p>2) How does this item align with the County’s Performance Clackamas goals?</p> <p>Work to support recovery by removing wildfire debris helps to <i>ensure safe, healthy and secure communities</i> by removing hazards to public health, the environment, and the travelling public.</p>
Previous Board Action	Board has previously approved the Tetra Tech Debris Monitoring and Management Contract; BCC Agenda Item 060420 I E1

County Counsel Review	Andrew Naylor, February 2, 2021
Procurement Review	Yes. The contract amendment was developed by Procurement.
Contact Person	Nancy Bush (503) 655-8665 / Eben Polk (503) 422-1520

BACKGROUND:

Clackamas County experienced devastating wildfires in September 2020. Soon after the event, we issued Task Order #1 to Tetra Tech, Inc., our debris monitoring contractor, to assist with damage and debris assessment. The task order was successfully completed. As a result of the assessment work, the County identified an estimated 62 homes and 214 outbuildings that were destroyed on 110 properties. In addition, approximately 3,000 - 5,000 burned trees within the right-of-way of County roads require removal to prevent hazards to the travelling public.

As damage assessment concluded, the State of Oregon proposed a plan to perform debris removal on private properties, and eventually along local roads, covering the entirety of the removal contract costs. In an initial cleanup phase, the County declared a public health emergency relating to hazardous debris, and through a joint local, state and federal effort, hazardous materials were collected and removed at no cost to properties owners from many (but not all) of these properties. Through a unified approach approximately 60 property owners filled out Right of Entry (ROE) forms and requested PPDR assistance.

On October 26th, 2020 the Board authorized a letter to the State providing “Notice of Request / Intent to Conduct Debris Removal from Private Property in Clackamas County”. On October 28, 2020, Governor Brown issued Executive Order 20-60, identifying the Oregon Department of Transportation as the lead agency for statewide disaster debris efforts and authorizing ODOT to enter into contracts to perform the work. In turn, on November 20, 2020, the Oregon Department of Transportation, on behalf of the state, formally requested FEMA approval for public assistance in removing disaster debris from public and private property. These requests allowed FEMA to consider and approve public assistance funding for private property debris removal and hazard trees. These plans included state coverage of the 25% local cost share for debris removal.

The state’s commitment to funding debris removal contracts covers an estimated \$11 million in costs for debris removal in Clackamas County. Public assistance also subsidizes private property owners, allowing them to direct more insurance proceeds to other needs besides cleanup (such as rebuilding).

Task Order #2 (DM 02/15/21) provides for County field oversight by a highly qualified debris specialist (Field Liaison) and reduces time commitments currently borne by Departments of Transportation & Development, and Disaster Management. The Field Liaison will ensure that property owners on the Public ROW and on private properties have a contact who can help troubleshoot tree removal and/or PPDR activities, and maintain on-the-ground visibility into debris operations on behalf of the County. The Field Liaison will not direct debris removal activities but will attend coordination meetings and provide on-site field support as necessary.

With Amendment #1, the County will increase the maximum expenditure under the contract by \$228,000.00.

Amendment #1 and Task Order #2 have been reviewed and approved by County Counsel and Procurement.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to add additional scope of services, and funding of \$228,000.00, and authorize the Director of Disaster Management to proceed with the Task Order as outlined.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive, flowing style.

Nancy Bush
Director
Disaster Management

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH TETRA TECH, INC.,
FOR DEBRIS MONITORING AND MANAGEMENT SERVICES
Contract #2398**

This Amendment #1 is entered into between **Tetra Tech, Inc.**, (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **June 4, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

- ARTICLE I, Section 3. **Consideration** is hereby amended as follows:

On or about September 8, 2020, County declared an emergency as a result of wildfires. Pursuant to Article I, Section 2 of the Contract, County is amending the Contract to add additional funds to perform On-Call Work in response to the wildfire emergency. County will issue a Task Order detailing the specific On-Call Work Contractor shall perform.

ORIGINAL CONTRACT	\$ 20,000.00
<u>AMENDMENT #1</u>	<u>\$ 228,000.00</u>
TOTAL AMENDED CONTRACT	\$ 248,000.00

- Additional Federal Terms & Conditions. The County intends that all or a portion of the consideration paid to Contractor for On-Call Work will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein. Contractor shall further comply with the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Tetra Tech, Inc.

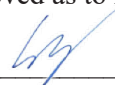
 02/02/2021
Authorized Signature Date

Jonathan Burgiel, Business Unit President
Printed Name

Clackamas County

Chair Date

Recording Secretary

Approved as to Form:
 02/04/2021

County Counsel Date

Exhibit A

ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Tetra Tech, Inc., and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers,

Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party

pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. 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, set forth below. 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.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

February 2, 2020

Date