

AMENDMENT #1
to
Agreement # 2023-028
Grants Management and Consulting Services

This AMENDMENT (“Amendment”) to the Services Agreement #2023-028 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Tetra Tech, Inc.
Attn: Jonathan Burgiel
2301 Lucien Way, Suite 120
Maitland, FL 32751
(321) 441-8500
TDR.contracts@tetrattech.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **October 12, 2023**; and

WHEREAS, Section 9.15 if MSA of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **Extend the Original Contract through September 30, 2028.**
- **Amend the Original Contract to include the revised pricing on Attachment A incorporated Herein**
- **Amend the Original Contract to include the language on Attachment I incorporated Herein**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Tetra Tech, Inc.

North Central Texas Council of Governments


Signature 10/04/2024
Date

Signed by:

A4E72C1BEE0E426
Signature 10/7/2024
Date
Michael Eastland
Executive Director

Jonathan Burgiel
Printed Name
Business Unit President
Title

ATTACHMENT I

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS
The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES **Uniform Administrative Requirements, Cost Principles & Audit Requirements for** **Federal Awards** **(Contractor)**

- 1. Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 –3148.
- 3. Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
- 7. Restrictions on Lobbying.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.
- 9. Domestic Preference.** As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the

United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Anti-Israeli Boycott. By accepting this work order, PROVIDER hereby certifies the following:

1. PROVIDER's Company does not boycott Israel; and
2. PROVIDER's Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(1) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

11. Domestic Preference for Procurements

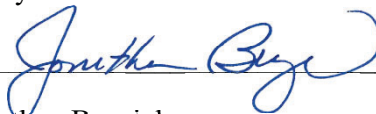
As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12. Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Signatures of Authorized Person: _____



Name of Authorized Person: Jonathan Burgiel

Name of Company: Tetra Tech, Inc.

Date: 10/04/2024

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Signature of Authorized Person: _____

Name of Authorized Person: _____

Name of Company: _____

Date: _____

Attachment A

TETRA TECH, INC.
UPDATED RATE SCHEDULE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
GRANTS MANAGEMENT AND CONSULTING SERVICES
Contract #2023-028

Positions	Current Hourly Rate	CPI 2.27% Increase	CPI \$ Increase	Updated Hourly Rate w/ 2.27% CPI
Administrative Specialist I	\$48.00	2.27%	\$ 1.09	\$ 49.09
Administrative Specialist II	\$57.60	2.27%	\$ 1.31	\$ 58.91
Research Assistant	\$61.20	2.27%	\$ 1.39	\$ 62.59
Proposal Coordinator	\$63.60	2.27%	\$ 1.44	\$ 65.04
Comm. Technician	\$68.40	2.27%	\$ 1.55	\$ 69.95
Help Desk Operator	\$74.40	2.27%	\$ 1.69	\$ 76.09
Administrative Specialist III	\$76.80	2.27%	\$ 1.74	\$ 78.54
Research Assistant II	\$79.20	2.27%	\$ 1.80	\$ 81.00
Service Center/Logistics Specialist	\$81.60	2.27%	\$ 1.85	\$ 83.45
Analytical Aide	\$90.00	2.27%	\$ 2.04	\$ 92.04
Planning Aide	\$96.00	2.27%	\$ 2.18	\$ 98.18
Project Control Specialist	\$99.60	2.27%	\$ 2.26	\$ 101.86
Oracle Database Administrator	\$102.00	2.27%	\$ 2.32	\$ 104.32
Consulting Aide	\$102.00	2.27%	\$ 2.32	\$ 104.32
Assistant Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$114.00	2.27%	\$ 2.59	\$ 116.59
Program Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$120.00	2.27%	\$ 2.72	\$ 122.72
System Administrator	\$126.00	2.27%	\$ 2.86	\$ 128.86
Law Enforcement Subject Matter Expert/Trainer	\$132.00	2.27%	\$ 3.00	\$ 135.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00	2.27%	\$ 3.00	\$ 135.00
Public Assistance/Grant Management Consultant	\$138.00	2.27%	\$ 3.13	\$ 141.13
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40	2.27%	\$ 3.32	\$ 149.72
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00	2.27%	\$ 3.41	\$ 153.41
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00	2.27%	\$ 3.68	\$ 165.68
Senior Public Assistance/Grant Management Consultant	\$162.00	2.27%	\$ 3.68	\$ 165.68
Senior Oracle DBA	\$165.60	2.27%	\$ 3.76	\$ 169.36
Supervising Public Assistance Consultant	\$174.00	2.27%	\$ 3.95	\$ 177.95
Senior Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00	2.27%	\$ 4.09	\$ 184.09
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$180.00	2.27%	\$ 4.09	\$ 184.09
Program Manager	\$189.60	2.27%	\$ 4.30	\$ 193.90
Senior Program Manager	\$198.00	2.27%	\$ 4.49	\$ 202.49
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$210.00	2.27%	\$ 4.77	\$ 214.77
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00	2.27%	\$ 5.31	\$ 239.31
Subject Matter Expert	\$270.00	2.27%	\$ 6.13	\$ 276.13
FEMA Appeals Legal Specialist	\$292.80	2.27%	\$ 6.65	\$ 299.45
Senior FEMA Appeals Legal Specialist	\$420.00	2.27%	\$ 9.53	\$ 429.53
Principal FEMA Appeals Legal Specialist	\$510.00	2.27%	\$ 11.58	\$ 521.58