

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TETRA TECH, INC.
Maitlant, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Tetra Tech, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2301 Lucien Way, Suite 120, Maitlant, Florida 32751.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **All Hazards Preparedness, Planning, Consulting & Recovery Services** Contract to become effective as of June 1, 2016, and to continue through May 31, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **All Hazards Preparedness, Planning, Consulting & Recovery Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **All Hazards Preparedness, Planning, Consulting & Recovery Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **HP07-16**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **HP07-16**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**

Area Council, Houston, Texas:

Jack Steele, Executive Director

Attest for **Houston-Galveston**

Area Council, Houston, Texas:

Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for **Tetra Tech, Inc.**

Maitlant, Florida: _____

Printed Name & Title: _____

Date: _____, 20__

Attest for **Tetra Tech, Inc.**

Maitlant, Florida: _____

Printed Name & Title: _____

Date: _____, 20__

Attachment A
Tetra Tech, Inc.
Contract No.: HP07-16

The All Hazards Preparedness, Planning Consulting and Recovery Services (for security, disaster preparedness, and emergency response and recovery) provided under this contract, and the allowable charges for those services, shall be per contractor's proposal submitted March 10, 2016, in response to H-GAC Request For Proposals HP07-16.

Services Included:

Emergency Management Consulting	Hazard mitigation planning; emergency operations planning; continuity of operations (COOP) planning; continuity of government (COG) planning; emergency support function (ESF) planning; departmental emergency response planning; evacuation planning; regional catastrophic planning; mass care/surge capacity planning; MMRS planning; volunteer management planning; family assistance center and reunification planning; EMAP accreditation support; strategic planning; disaster debris management planning; information technology disaster recovery planning; crisis communication/public information planning; HAZMAT commodity flow studies and local emergency planning committee; crisis planning for higher education; training, testing and exercises; integrated planning and management system; internet/computer-based training; asset management; operations center services; shared/integrated digital environmental; Occupational Health and Safety Planning; Ebola and other special emerging pathogens planning; mass fatality planning; responder and disaster worker health and safety; community rating system (CRS) assessment; CRS application; repetitive loss area analysis
Debris Program Management Consulting Services	Comprehensive program management; disaster debris removal procurement and negotiations; collection monitoring; disposal monitoring; hazardous waste collection, disposal and monitoring; leaner/hanger/stump removal monitoring; debris management site (DMS) environmental support; beach remediation/restoration; private property debris removal (PPDR) program administration; waterway debris removal monitoring; field data collection/ management/billing/invoicing; data management; customer information/citizen hotline/community relations; emergency responder website services; data collection

Grant Administration and Disaster Recovery Management Services	FEMA reimbursement technical assistance consulting; FEMA compliance monitoring and audit oversight; IA services; PA services, grant application development and administration; HUD CDBG-DR services; Unmet needs assessment; policies and procedures manual development; damage assessment; eligibility consultation; project ranking; financial advisory; cash flow management; procurement assistance; benefit cost analysis; feasibility and effectiveness studies; floodplain feasibility modeling; advanced feasibility modeling; site survey and legal description review; owners representative services; appraisal and valuation services; title due diligence; public outreach program; public meeting facilitation; homeowner consultation; relocation assistance; property management; negotiations; closing; data and documentation management; hazard mitigation proposals; contractor invoice reconciliation; regulatory compliance monitoring; project scoping; insurance adjusting/subrogation; eligibility appeals; grant closeout; HUD action plan development; unmet needs analysis; emergency operations center staff augmentation
Long-Term Recovery Planning and Economic Development	Long-term recovery planning; economic development; land use planning
Emergency Network and Response Services	Emergency response and support; planning, engineering, and management services; audits, inspections; and maintenance services; microwave services; tower erection and modifications; civil construction services; building upgrades; electrical systems, including AC/DC power and battery backup; generator systems; troubleshooting; site development and real estate services; software application development
Vulnerability/Hazard Identification/Risk Assessment Services	Hazardous identification and incident response; ecological risk assessments; CERCLA and RCRA Evaluation; vulnerability assessments
Environmental Services	HUD/FEMA environmental reviews, decontamination; climate change adaptation; restoration and remediation

EXHIBIT B: FEE FOR SERVICES

To the extent that H-GAC or any of its end users request Tetra Tech’s assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); (4) mileage shall be invoiced at the federally published rate; (5) field documents and other equipment/supplies shall be invoiced at cost without mark-up; and (6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost without mark-up.

Table C-1: Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	\$75.00
Operations Manager	\$60.00
Health and Safety Officer	\$59.00
Data Manager	\$55.00
GIS Analyst	\$49.00
Field Supervisor	\$45.00
Billing/Invoice Analyst	\$39.00
Disposal Site Monitor	\$35.00
Collection Monitor	\$35.00
Project Coordinator	\$34.00
Load Ticket Data Entry Clerk	\$32.00
Call Center Staff	\$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional \$3.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech's ADMS is at the discretion of the client. Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table C-2: Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$40.00
Administrative Specialist II	\$48.00
Research Assistant	\$51.00
Proposal Coordinator	\$53.00
Comm. Technician	\$57.00
Help Desk Operator	\$62.00
Administrative Specialist III	\$64.00
Research Assistant II	\$66.00
Service Center/Logistics Specialist	\$68.00
Analytical Aide	\$75.00
Planning Aide	\$80.00
Project Control Specialist	\$83.00
Oracle Database Administrator	\$85.00
Consulting Aide	\$85.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$95.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental	\$100.00

Specialist	
System Administrator	\$105.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$110.00
Public Assistance/Grant Management Consultant	\$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Project Manager/Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist II	\$125.00
Project Manager/Consultant/Planner/Scientist/Assessor/ Environmental Specialist Analyst III	\$135.00
Senior Public Assistance/Grant Management Consultant	\$135.00
Senior Oracle DBA	\$138.00
Senior Planner/ Assessor/Scientist/Analyst	\$145.00
Supervising Public Assistance Consultant	\$150.00
Senior Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist	\$150.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$158.00
Program Manager	\$165.00
Senior Program Manager	\$175.00
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$225.00
Subject Matter Expert	\$244.00
Senior FEMA Appeals Legal Specialist	\$350.00

Table C-3: Emergency Network Support Services Hourly Rates

Category	Hourly Rate
Certified Radio Tech	\$90.00
Certified Lead Climber	\$90.00
Certified Climber	\$75.00
Site Acquisition Services	\$190.00
Application Developer	\$190.00