



**TETRA TECH, INC.
 MASTER SERVICES AGREEMENT
 COOPERATIVE PURCHASING**

EFFECTIVE DATE: May 19, 2015

CONTRACT NO.: 5/2015-MSA-HIDALGOCOUNTY-HGAC TETRA TECH, INC. FED TAX ID: 95-4148514

CLIENT: HIDALGO COUNTY, TEXAS

ADDRESS: 2802 S. Business Hwy. 281, Edinburg, TX 78539

INVOICING ADDRESS: 2818 S. Business Hwy. 281, Edinburg, TX 78539

PROJECT CONTACT: Ricardo Saldana TEL: (956) 318-2615 EMAIL: ricardo.saldana@co.hidalgo.tx.us

PAYMENT CONTACT: Rey Salazar TEL: (956) 292-7025 EMAIL: rey.salazar@co.hidalgo.tx.us

CONSULTANT: TETRA TECH, INC.

ADDRESS: 2301 Lucien Way, Suite 120
Maitland, FL 32751

TECHNICAL CONTACT: Ralph Natale TEL: (407) 580-8184 EMAIL: ralph.natale@tetrattech.com

CONTRACTUAL CONTACT: Betty Kamara TEL: (321) 441-8518 FAX: betty.kamara@tetrattech.com

PAYMENT ADDRESS: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642

PROJECT DESCRIPTION: Hazards Preparedness, Planning, Consulting & Recovery Services

SCOPE OF SERVICES (See Exhibit A)

FEE SCHEDULE (See Exhibit B)

TERMS AND CONDITIONS

1. DEFINITIONS AND CONTRACT FORMATION.

- (a) "**Client**" shall mean the person or entity for which Services are to be performed by Tetra Tech, Inc. "TT" Proposal.
- (b) "**TT**" shall mean Tetra Tech, Inc.
- (c) "**Client Order**" shall mean the purchase order, request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that TT furnish Services.
- (d) "**TT Proposal**" shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein TT offers to furnish Services.
- (e) "**Services**" shall mean the Services of TT personnel described in the TT Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract provided, however, that TT shall have no responsibility as a generator, operator, transporter, disposer or arranger of the transportation and/or disposal of Hazardous Substances as defined in Article 8 below.
- (f) "**Contract**" shall mean these Terms and Conditions and the TT Proposal, and shall include, only to the extent not inconsistent with any aspect of the TT Proposal and these Terms and Conditions, the provisions of the Client Order. Upon execution by Client or commencement of Services at Client's request, TT's Proposal and these Terms and Conditions shall constitute a binding Contract and govern exclusively any Services provided.



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2. INTRODUCTION.

The Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

TT acting as an independent Contractor is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

Client wishes to enter into an exclusive contractual agreement with TT to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013. The services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services.

TT wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by TT will be specified in writing on each Task Order. TT is authorized to commence work upon receipt of a written notice to proceed issued by the Client.

3. COMPENSATION.

The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by TT's Billing Rates as set forth in Exhibit B, plus all expenses directly related to the services furnished under this Agreement.

TT shall be compensated in accordance with each Task Order issued under this Agreement and the terms of this Article. TT's invoices are rendered monthly and are payable upon receipt. **Payment shall be made to the following address: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642.** Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify TT of any invoice discrepancies. TT and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice.

Interest shall accrue at the rate of two percent (2%) over prevailing prime rate shall be charged on a monthly basis (or the maximum percentage allowed by law, whichever is less) on any amounts not paid within thirty (30) days of invoice submittal. In the event legal action is necessary to enforce the provisions of this Contract, TT shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by TT in connection therewith and, in addition, the reasonable value of TT's time and expenses spent in connection with such action, computed at TT's prevailing fee schedule and expense policies. TT may, but is not required to, terminate its services if any invoice is unpaid for sixty (60) days. TT, its officers, employees, or consultants may be asked or required to appear as a witness or deponent, to furnish information or data through interrogatories, or otherwise be compelled to participate in, administrative or judicial proceedings arising in connection with Client's project. In that event and notwithstanding expiration or termination of this Contract, Client shall compensate TT in accordance with this Article and reimburse TT for reasonable legal expenses incurred in connection therewith, provided, however, that the provisions of Article 6, below, shall govern in the event TT is found to be at fault.

Under no circumstances shall payment of TT's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

4. CONFIDENTIALITY, ACCESS TO SITE, USE OF FACILITIES AND INFORMATION. Client shall provide TT with access to facilities and information conducive to the efficient and accurate provision of Services, including such maps, drawings, records, and site access as are needed for the proper conduct of the Services, and shall indicate the reliability of all information provided. TT will maintain in confidence and return to Client any information designated by Client as confidential. If site visits are included in the Scope of Services, but not field construction or remediation, TT INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work) and if applicable to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by TT as part of Services during construction under Agreement shall not make TT responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make TT responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.



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5. INSURANCE.

(a) During the course of performance of the Services, TT will maintain the following insurance coverages:

<u>TYPE OF COVERAGE</u>	<u>AMOUNT OF COVERAGE</u>
Workers' Compensation/Employers Liability	Statutory/\$1,000,000
Commercial General Liability/Excess Liability	\$1,000,000/\$2,000,000
Professional Liability/Contractors Pollution Liability	\$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	\$1,000,000

(b) If required, TT shall deliver to Client, Certificates evidencing that the above coverages are in effect and will not be canceled or materially changed without thirty (30) days written notice; (c) Additional Coverages: If desired, TT, will on a cost-reimbursable basis, endeavor to procure other desired insurance coverages if commercially available and applicable to the work being performed.

6. INDEMNIFICATION. TT shall indemnify and save harmless Client from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of TT.

7. WARRANTY OF SERVICES. TT warrants that TT and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should TT fail to perform to those standards, it shall (a) without cost to Client, reperform and correct any substandard Services; and (b) reimburse Client for Client's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although TT may perform to the above standards, the Client's goals or desires may nevertheless not be realized. TT makes no other warranties, express or implied, with respect to its performance under this Contract. TT's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 9 below.

8. TT LIABILITY. No employee of TT shall have individual liability to Client. To the extent permitted by law, the total aggregate liability of TT, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed two million dollars (U.S. \$2,000,000.00).

9. CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES. TT and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of TT and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth above and under Articles 7, 8 and 13, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of TT is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to TT herein.

10. SITE CONTRACTORS. For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.

11. DELAYS. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to TT's compensation.

12. THIRD PARTY INTERESTS. This Contract and the Services and Work Product produced hereunder are solely for the benefit of Client and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If Client is not the ultimate beneficiary of the Services or TT's work product is used in such a way as to create or induce any reliance by any third party, Client represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded TT hereunder and that such protective provisions will, in fact, inure to the benefit of TT, and/or (ii) that Client has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.



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13. CHANGES AND TERMINATION. This Contract shall not be modified except by written agreement signed by both parties. Client shall have the right to make changes within the general scope of Services upon execution of a mutually accepted change order. Client shall also have the right to terminate this Contract prior to completion of the Services, after reasonable notice to TT in writing, in which event Client shall pay TT all amounts due TT hereunder up to the effective date of termination, plus TT's reasonable costs incurred after such date in terminating the Services. In the event that Client alleges breach on behalf of TT, Client shall afford TT in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Recognizing that termination prior to completion may involve risks and exposures both as to cost of work and third party claims, Client shall in such event indemnify, protect and defend TT from claims arising out of any incomplete aspect of the Services. Both parties have the right to terminate this Contract for convenience with thirty (30) day notice to the other party.

14. TERM. The term of this Agreement shall begin on the date first written above through May 31, 2016, subject to extensions upon mutual agreement of TT and Client.

15. GOVERNING LAW, PRECEDENCE AND DIVISIBILITY. Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of Texas excluding choice of law rules, which direct application of the laws of another jurisdiction. The provisions of the TT Proposal and these Terms and Conditions shall govern exclusively any Services furnished by TT and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract.

TETRA TECH, INC. – Accepted by:

Jonathan Burgiel
 BY TT (PRINT NAME)

Vice President/Operations Manager
 TITLE

Jonathan Burgiel May 21, 2015
 SIGNATURE /DATE

ATTEST: *Betty Kamara*
 Betty Kamara, Contracts Administrator

HIDALGO COUNTY, TEXAS -- Accepted by:

Ramon Garcia
 BY (PRINT NAME)

County Judge
 TITLE

Ramon Marcia Solis
 SIGNATURE /DATE

ATTEST: *Rafael Benjardo Jr.*
 Name:

Approved by Commissioners' Court
 on 5/19/15 *SM*

EXHIBIT A

SCOPE OF SERVICES

SERVICE OFFERINGS

Tetra Tech, Inc. (Tetra Tech) has access to the full range of personnel with key expertise in relevant topic areas described in the Houston-Galveston Area Council (H-GAC) request for proposals (RFP). Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. This document reviews our services offerings and hourly rates on the following pages.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (hazmat) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. In fact, collectively, Tetra Tech has subject matter expertise in 36 areas. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	Emergency operations planning is the effort consisting of a basic plan, emergency support functions (ESFs), and incident-specific appendixes that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for, and reduce the risk of natural, technological, and human-caused disasters, including terrorism.

Service Offering	Description
Continuity of Operations (COOP) Planning	COOP planning is the effort to ensure that the capability exists to continue an organization's mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	COG planning is the effort to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	ESF planning is the effort used to assign roles and responsibilities of supporting agencies. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Many departments within an organization have primary or secondary support roles under the ESFs. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	<p>Evacuation planning is the effort to provide the following:</p> <ul style="list-style-type: none"> • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Regional catastrophic planning is the effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, mass care/surge capacity planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.

Service Offering	Description
Metropolitan Medical Response System (MMRS) Planning	MMRS planning is the effort designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale hazmat incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency, volunteer management planning is the effort used to document the volunteer programs, training strategies, and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	FAC and reunification planning is the effort to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	EMAP accreditation support involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Strategic planning is the effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Debris Management Planning	Debris management planning is the effort to provide the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	ITDR planning involves a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Crisis communication/public information planning is the effort for media relations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
Hazmat Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Hazmat commodity flow studies and LEPC involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Crisis planning for colleges and universities is the effort to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
HA Training, Testing, and Exercise Planning	Training, testing, and exercise planning involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with Federal Emergency Management Agency (FEMA), Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines. HA

Service Offering	Description
Planning and Management	Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data is managed and define methods for establishing budget, cost, schedule, and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes, and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer-Based Training (IBT/CBT)	As part of a full-service solution, Tetra Tech has prepared stand-alone computer-based training for individual customers' needs and Internet-based training to meet the needs of on demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help leaders integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech has extensive operations center services in local and federal organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech has developed a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.

Debris Program Management Consulting Services

Tetra Tech's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 24 years since, Tetra Tech has helped over 200 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Tetra Tech has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 67 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over \$3 billion in reimbursement funds.

Table D-2. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.
Disaster Debris Removal Procurement and Negotiations	Disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.

Service Offering	Description
Collection Monitoring	Collection monitoring involves overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads.
Disposal Monitoring	Disposal monitoring involves overseeing debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads.
Hazardous Waste Collection, Disposal, and Monitoring	Hazardous waste collection, disposal, and monitoring involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-laden building material removal, Freon unit removal, and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal	Leaner/hanger/stump removal involves surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps.
Temporary Debris Storage and Reduction Site (TDSRS) Environmental Support	TDSRS environmental support involves obtaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of TDSRS locations.
Beach Remediation/Restoration	Beach remediation/restoration involves monitoring services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.
Right-of-Entry (ROE) Administration	ROE administration involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal	Waterway debris removal involves monitoring and documenting debris removed from navigable and other inland waterways.
Field Data Collection/Management/Billing/Invoicing	Data collection/management/billing/invoicing involves developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Our web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time.
Customer Information/Citizen Hotline/Community Relations	Customer information/citizen hotline/community relations involves advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) organization supports the full IT life cycle and content management of many FEMA emergency responder websites, including the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Tetra Tech has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Tetra Tech also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

Tetra Tech's Financial Recovery Services (FRS) Practice was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS Practice seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. The FRS Practice offers an unprecedented team of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP); U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table D-3. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	FEMA reimbursement support involves administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Individual Assistance (IA) Services	Administering an IA program is burdensome and time consuming. Tetra Tech assists its clients with application intake, case management, grant administration, expenditure monitoring, etc., in order to minimize the burdens associated with IA programs.
Public Assistance (PA) Services	The Public Assistance program is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA)	Grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Damage assessment involves deploying a team of experienced grant administrators to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Eligibility Consultation	Eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Project ranking involves providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Financial advisory services involve developing program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.

Service Offering	Description
Cash Flow Management	Cash flow management involves developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Procurement assistance involves providing procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements, and satisfactory project completion.
Benefit Cost Analysis	Benefit cost analysis involves formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Feasibility and effectiveness studies involve documenting that projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage.
Site Survey and Legal Description Review	Site survey and legal description review involve providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal and Valuation Services	Appraisal and valuation services involve utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Title due diligence involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	The public outreach program provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Public meeting facilitation involves documenting meeting notices and participation, while garnering program participation.
Homeowner Consultation	Homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance	Relocation assistance involves ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Property management involves assisting grant recipients with program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Negotiations provide a systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Closing involves dedicating consultant resources to ensure a timely and efficient closing process.
Data Management	Data management involves storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Document management involves organizing documents in an efficient manner for easy access by the grant recipient and project stakeholders.
Contractor Invoice Reconciliation	Contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Service Offering	Description
Regulatory Compliance Monitoring	Regulatory compliance monitoring involves documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Project scoping involves developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Insurance adjusting/subrogation involves providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Grant closeout involves providing the grant recipient with a closeout package that is organized to satisfy grant closeout and auditing.

Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	<p>Tetra Tech has risk assessment staff in offices throughout the nation that provide retrospective and predictive ecological risk assessments (ERAs) for federal, state, and commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of Tetra Tech's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings.</p> <p>Tetra Tech has completed CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, and industrial hygienists. Tetra Tech has conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment.</p> <p>Tetra Tech has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize</p>

Service Offering	Description
	the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with the US Army Corps of Engineers (USACE), customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance Services

Through a combination of in-house capabilities and existing network relationships, Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Following a VA, strategic security planning is paramount to ensure local security enhancements are rolled up into regional and geographic enhancements, providing a comprehensive, layered solution. Tetra Tech, through in-house expertise, may integrate administrative enhancements, physical enhancements, digital security systems, and IT (cyber) enhancements as necessary to mitigate risks. Tetra Tech maintains subject matter experts to plan and conduct VAs, strategic planning, and follow-on program or project management. Integral to the security work is the long-standing network of professionals to design physical security enhancements and security specialists to design digital security specialists.

Table D-5. Security and Surveillance Services

Service Offering	Description
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security, including ports, airports, transportation, and oil and gas.
Risk Assessments	Similar to security assessments Tetra Tech has completed risk assessments in several ways. First, as an integral part of a more comprehensive VA. Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct experience includes municipal infrastructure and agricultural security challenges. Generally, Tetra Tech experience includes port, aviation, and transportation security.
Security Design	Tetra Tech maintains a network of internal design capabilities, including digital security systems, and IT. Tetra Tech design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.

Service Offering	Description
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. Tetra Tech also has integrated security enhancements design with administrative and IT assessments to reduce the likelihood that a water system is compromised due to a malevolent act.
Case Management	Tetra Tech's case management solution is a secure, web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet-accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict Health Insurance Portability and Accountability Act (HIPAA) guidelines and are only available to authorized users for updates as necessary—creating a complete case history—and it is Internet accessible from anywhere.
Security System Design	Provide design services for physical security systems, including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRNE, radar, sonar, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, infrared sensor, and other with wireless connectivity. Provide quick response and gap filling security.
Security Information Management Systems	Provide integration of COTs physical security information management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control, and incident management.

Logistics, Training, and Support Services

Tetra Tech provides multifunctional life cycle logistics support and industry-leading training and response support to government and commercial clients, partners, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and CBRNE response support services at the retail and user level. This includes life cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-6. Logistics

Service Offering	Description
Demand Forecasting	Tetra Tech is working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.

Service Offering	Description
Total Asset Visibility	<p>RFID technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, Tetra Tech implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually.</p> <p>As a leading supplier and installer of equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.</p>
Just-in-Time Inventory	<p>Tetra Tech provides logistical support for Mine Resistant Ambush Protected (MRAP) vehicle for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) Program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.</p>
Product Development Support	<ul style="list-style-type: none"> • Supportability strategies • Logistics policy development • Supportability analyses • Technical data development • Logistics demonstration integration • Fielding planning • Total package fielding • Configuration management
Enterprise Operational Support	<ul style="list-style-type: none"> • Automated logistics tool development • UID • RFID implementation • Warehouse and asset planning/operation • Property accountability • Equipment maintenance • Transportation planning • Knowledge management • Reset, planning, and management
Supply Chain Integration Supply Chain Integration	<p>Tetra Tech provides integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting, and storefront management for the federal government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including CBRNE) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.</p>

Interoperability, Situational Awareness, and Command and Control

The availability of real-time data is key to the decision-making process where information collected and transmitted by a wide variety of applications and infrastructure is gathered and presented in a way that can be easily accessed by the people and processes that it can benefit the most. Real-time systems utilize this data, which is collected, transmitted, validated, cleansed, and processed through real-time analysis and visualization techniques to extract information in order to derive maximum business value from a sea of streaming data.

When real-time data is incorporated into the mainstream enterprise, it can provide valuable trending and key performance indicator (KPI) information that can support operational, financial, and other strategic decision-making. Real-time data is critical to many regulatory reporting requirements and processes used in energy, utility, and other industries.

Table D-7. Interoperability, Situational Awareness, and Command and Control

Service Offering	Description
Interoperability (Comms and Data)	<ul style="list-style-type: none"> Operational expertise in public safety communications Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data and other communication Coordination across disciplines memorandums of understanding (MOUs) mutual aid agreements (MAAs) and other methods for cross-jurisdictional and interagency interoperability
Situational Awareness	<ul style="list-style-type: none"> Incident management for security, surveillance, safety, and emergency services Subject matter experts and first responder tools to assess in real time emergency and incident awareness Experience working with agencies to implement technical solutions across the agency to manage emergencies
Wireless Networking (Design and Implementation)	<ul style="list-style-type: none"> Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data
Radio Communication (Design and Implementation)	<ul style="list-style-type: none"> Operational expertise in public safety communications Provide assessment, infrastructure system design and implementation of secure LMR systems Coordination across disciplines MOUs MAAs and other methods for cross-jurisdictional and interagency interoperability
Regional Response (that is, Emergency Control Centers, Fusion Center)	<ul style="list-style-type: none"> Tetra Tech provides subject matter experts to set up the organizational structure and communications to establish emergency control centers Experienced in tactical operations systems, firsthand experience with centers with the National Guard Tetra Tech provides senior program management with intimate knowledge and experience with command and control equipment, software, and other command center operations

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table D-8. Environmental Services

Service Offering	Description
Decontamination	<ul style="list-style-type: none"> Technical oversight Characterization and disposal of radioactive residues Radiation safety program management Documentation of site conditions Radiological surveys Internal dose assessment calculations to document the risk and dose to personnel from the contamination

Service Offering	Description
Climate Change Adaptation	<ul style="list-style-type: none"> • Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	<ul style="list-style-type: none"> • Solutions and services • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services
Solid Waste Management and Water Resources	<ul style="list-style-type: none"> • Comprehensive and master planning • Facilities planning • Program design • Procurement and alternative project delivery • Operations and performance enhancement • Rates, financial analyses, and appraisals • Program management and capital project planning

EXHIBIT B

FEE FOR SERVICES

Hourly Rates

To the extent that HGAC 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 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 D-9. Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	\$75.00
Deputy Field Project Manager/Technical Support	\$65.00
Operations Manager	\$59.00
Health and Safety Officer	\$59.00
Data Manager	\$55.00
Billing/Invoice Manager	\$49.00
GIS Operator	\$49.00
Field Supervisor	\$42.00
Billing/Invoice Analyst	\$39.00
Disposal Site Monitor	\$33.00
Collection Monitor	\$33.00
Citizen Drop-Off Site Monitor	\$33.00
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 \$4.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's automated debris management system (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 D-10. Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	\$44.00
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	\$90.00
Assistant Planner/ Scientist/Assessor/Analyst	\$95.00
Program Planner/ Scientist/Assessor/Analyst	\$100.00
System Administrator	\$105.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
Consultant/Planner/ Scientist/Assessor/Analyst I	\$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	\$125.00
Public Assistance/Grant Management Consultant	\$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	\$135.00
Senior Oracle DBA	\$138.00
Senior Planner/ Assessor/Scientist/Analyst	\$145.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst	\$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	\$158.00
Senior Public Assistance/Grant Management Consultant	\$145.00
Project/Program Manager/Supervising Public Assistance Consultant	\$175.00
Senior Program Manager	\$192.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/ Scientist/Assessor	\$225.00
Subject Matter Expert	\$244.00
Senior FEMA Appeals Specialist (eg. Ernie Abbott)	\$350.00

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Fwd: Concerns on proposed contract as submitted by Tetra Tech

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Mon, May 04, 2015 10:33 AM

Subject : Fwd: Concerns on proposed contract as submitted by Tetra Tech**To :** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Here is the approval.

From: "Steve Crain" <scrain@atlashall.com>**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Sent:** Monday, May 4, 2015 7:26:24 AM**Subject:** RE: Concerns on proposed contract as submitted by Tetra Tech

That works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]**Sent:** Thursday, April 30, 2015 5:28 PM**To:** Steve Crain**Cc:** Evangelina Garcia; Darlene H. Betancourt; Ricardo Saldana; Rey Salazar**Subject:** Fwd: Concerns on proposed contract as submitted by Tetra Tech

Mr. Crain:

As per you last comments and request, here is the Tetra contract with the imposition of a finite term [which coincides with term under HGAC award] for your final review and comment as to form.

All other modifications that you requested and reviewed have been included.

Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Cc:** "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>**Sent:** Thursday, April 30, 2015 5:19:37 PM**Subject:** Re: Concerns on proposed contract as submitted by Tetra Tech

Marty;

As requested by Mr. Crain; the term has been modified by Tetra Tech accordingly to the H-GAC term; please send to legal for review as to form so that I may proceed ahead.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
May 4, 2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: The Insurance Co of the State of PA		19429
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E:		


COVERAGES **CERTIFICATE NUMBER: 570056673088** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage <input checked="" type="checkbox"/> GL Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5388413	10/01/2014	10/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 5101755	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1400061	10/01/2014	10/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC028328161 WC028328165 WC028328166 WC028328167	10/01/2014 10/01/2014 10/01/2014 10/01/2014	10/01/2015 10/01/2015 10/01/2015 10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Contractor Prof			028182375 Prof/Pol1 Liab	10/01/2013	10/01/2015	Each Claim \$5,000,000 Agggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Disaster Debris Monitoring Management & Consulting Services under HGAC Cooperative Purchasing Program, Bid No. HP07-13. Hidalgo County, TX is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER Hidalgo County, TX 2812 S. Business Highway 281 Edinburg, Texas 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of
Policy No. WC 028328166 issued to Tetra Tech, Inc.
By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of
Policy No. GL5388413 issued to Tetra Tech, Inc.
By: National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of
Policy No. CA5101755 issued to Tetra Tech, Inc.
By: National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of
Policy No. WC 028328161 issued to Tetra Tech, Inc.
By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of
Policy No. WC028328165 issued to Tetra Tech, Inc.
By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2014

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Insurer, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

APPROVED

AI-49569

Purchasing Department 43. A. 0.

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a professional consultant services contract for provision of "Emergency Preparedness & Disaster Recovery Services" selected through Hidalgo County's membership participation with the HGAC's awarded vendor: Tetra Tech, Inc., fka, Beck Disaster Recovery Services with effective term today with termination to coincide with H-GAC's term of May 31, 2016.

BACKGROUND

Commissioners Court on March 31, 2015 thru Agenda Item #48859 approved to utilize Tetra Tech, Inc. fka Beck Disaser thru the County's membership with H-GAC so as to establish a consulting contract.

Legal has reviewed and approved contract documentation.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding required at this time as budgetary provisions will be addressed and appropriated.

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/07/2015 09:01 AM
Budget & Management Glinda Pacheco	Veronica Ortiz	05/07/2015 09:24 AM

Auditor's Office

Form Started By: Vangie Garcia

Started On: 05/04/2015 05:04 PM