



TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

EFFECTIVE DATE: _____

CONTRACT NO.: 6/2015-MSA-NORMANCITY-HGAC TETRA TECH, INC. FED TAX ID: 95-4148514

CLIENT: CITY OF NORMAN, OK

ADDRESS: 201 West Gray Street, Building A, Norman, OK 73069

INVOICING ADDRESS: 201 West Gray Street, Building A, Norman, OK 73069

PROJECT CONTACT: Shawn O'Leary, Director of Public Works TEL: (405) 366-5453 EMAIL: shawn.oleary@normanok.gov

PAYMENT CONTACT: Shawn O'Leary, Director of Public Works TEL: (405) 366-5453 EMAIL: shawn.oleary@normanok.gov

CONSULTANT: TETRA TECH, INC.

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

TECHNICAL CONTACT: John Buri, Director of Post Disaster Programs TEL: (713) 737-5763 EMAIL: john.buri@tetratech.com

CONTRACTUAL CONTACT: Betty Kamara, Contracts Manager TEL: (321) 441-8518 FAX: betty.kamara@tetratech.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

I. DEFINITIONS AND CONTRACT FORMATION.

- (a) "**Client**" shall mean the person or entity identified in the Tetra Tech, Inc. "TT" Proposal for whom Services are to be performed.
- (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. The fee for the services under this Agreement shall not exceed five-hundred thousand dollars (\$500,000.00) without prior written approval by the Client.

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 as provided by Oklahoma law. TT may, but is not required to, terminate its services if any invoice is unpaid for sixty (60) days.

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, provided, however, that "Hazardous Substance Claims" as defined in Article 8, below, shall be governed by that Article.

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. HAZARDOUS SUBSTANCE CLAIMS. (a) In the event that TT's negligence is found, by final judicial determination, to have caused a Hazardous Substance Claim as defined below, TT shall reimburse Client for its costs and liabilities incurred under this Article 8, to the extent caused by TT, in an amount not to exceed that specified in Article 9 below; (b) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"); (c) Except as provided in (a) above and to the fullest extent provided in Article 10 below (i) Client shall indemnify and hold harmless TT, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims not resulting from TT's negligence; and (ii) Client shall defend any claim, action, or proceeding which may be brought against TT, its officers, directors, employees, agents, and representatives ("Defendants") arising out of or in connection with any Hazardous Substance Claim not resulting from TT's negligence and shall bear all fees and expenses of attorneys and costs any Defendant incurs in the defense thereof.

9. TT LIABILITY. TT's total aggregate liability in connection with or arising out of the Contract or Services, including without limitation any under Articles 6, 7 and 8 above, shall in no event exceed the greater of the amount actually paid to TT under this Agreement, under the specific task order at issue, or the amount of insurance provided pursuant to this Agreement, whichever is more.

10. 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, 9 and 14, 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.

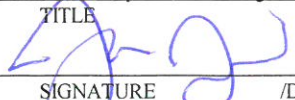


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- 11. SITE CONTRACTORS.** For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.
- 12. 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.
- 13. 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.
- 14. 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 or contract amendment. 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 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, unless due to TT's negligence. Both parties have the right to terminate this Contract for convenience with thirty (30) day notice to the other party.
- 15. TERM.** The term of this Agreement shall begin on the date first written above through May 31, 2016 with automatic annual renewals, unless either party elects to withdraw.
- 15. GOVERNING LAW, PRECEDENCE AND DIVISIBILITY.** Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of Oklahoma 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

 SIGNATURE /DATE 6/3/15

ATTEST:

 Betty Kamara, Contracts Administrator

CITY OF NORMAN, OK -- Accepted by:

Cindy Rosenthal
 BY (PRINT NAME)

Mayor
 TITLE
 SIGNATURE /DATE

ATTEST:

Reviewed as to form and legality on the 4 day of June, 2015.

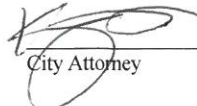

 City Attorney

EXHIBIT A**SCOPE OF SERVICES****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.

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.

Service Offering	Description
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.
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.

Service Offering	Description
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.
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.

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.

Consulting 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

Category	Hourly Rate
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