

**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES  
DISASTER DEBRIS MANAGEMENT AND MONITORING**

**THIS AGREEMENT** is made this the 8th day of October, 2019, by and between the **CITY OF ANGLETON, TEXAS**, located at 121 S. Velasco, Angleton, Texas 77515 (hereinafter referred to as ("CLIENT") and **TETRA TECH, INC.** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

**WHEREAS**, Contractor acting as an independent Contractor, is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services.

**WHEREAS**, Client wishes to enter into a contractual agreement with Contractor to provide professional Disaster Debris Management and Monitoring services in accordance with Client request for proposal which is attached hereto as **Exhibit A**.

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster debris monitoring and related consulting services as described in **Exhibit A** and **Exhibit B** (Client RFP and Contractor Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Federal Requirements:** Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit D** and **E**, attached hereto and incorporated herein.
3. **Term:** This Agreement shall be effective as of the date first above written (the "Effective Date") and shall continue in full force for thirty-six (36) months with the option to extend the contract term for two (2) additional one (1) year periods.
4. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
5. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
6. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or

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payment to Contractor and the schedule and payment shall be equitably adjusted.

7. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted only by agreement, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus reasonable non-labor expenses as set forth in **Exhibit C**.
9. **Compensation:** Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any Invoice discrepancies. Contractor 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 one percent (1%) 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 sixty (60) days of invoice submittal. In the event legal action is necessary to enforce the provisions of this Contract, Contractor shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Contractor in connection therewith and, in addition, the reasonable value of Contractor's time and expenses spent in connection with such action, computed at Contractor's prevailing fee schedule and expense policies.

Under no circumstances shall payment of Contractor'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.

*All invoices shall be delivered to:*

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*Attn: Accounts Payable  
City of Angleton, Texas  
121 S. Velasco  
Angleton, Texas 77515*

*Payment shall be made to and delivered to:  
Tetra Tech, Inc.  
PO Box 911642  
Denver, CO 80291-1642*

**10. Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.

**11. Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

|                                  |   |
|----------------------------------|---|
| Worker's Compensation            | Statutory   |
| Employer's Liability             | U.S. \$1,000,000  |
| Commercial General Liability     | U.S. \$1,000,000 per occurrence<br>U.S. \$1,000,000 aggregate |
| Comprehensive General Automobile | U.S. \$1,000,000 combined single limit                        |
| Professional Liability           | U.S. \$1,000,000 per claim and in the aggregate               |

**12. Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

**13. No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

**14. Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

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15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:**
  - A. Termination for Just Cause. In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, Client may serve written notice upon the Contractor and the surety of his intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10-days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said 10-days, cease and terminate. In the event of any such termination, Client shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within 30-days from the date of the mailing to such surety of notice of termination, Client may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to Client for any excess cost occasioned Client thereby, and in such event, Client may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site for the work and necessary therefor.
  - B. Termination for Convenience. The State and Client may terminate the Contract at any time without penalty by giving 30-days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

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**Client:**

Katherine Davis, Asst. Chief of Police, EMC  
FBINA #204, LCC #52, NEMAA, Angleton PD  
104 Cannan Drive  
Angleton, Texas 77515  
Office: 979-849-2383 x3108 | Mobile: 979-481-4200  
[kdavis@angletonpd.net](mailto:kdavis@angletonpd.net)

**Contractor:**

Ralph Natale, Director, Post Disaster Programs  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 580-8184  
[ralph.natale@tetrattech.com](mailto:ralph.natale@tetrattech.com)

Betty Kamara, Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Office: (321) 441-8518 | Mobile: (407) 803-2551  
[betty.kamara@tetrattech.com](mailto:betty.kamara@tetrattech.com)

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Brazoria County.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114 and 95.25.9 and 44 CFR §13.36 Procurement, Disaster Assistance Policy 9525.9, Section 324 Management Costs and Direct Administrative Costs, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules,

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regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by the Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for

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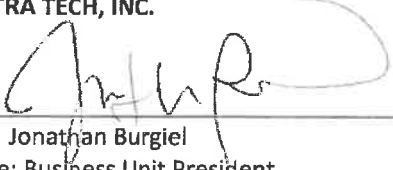
services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

**CONTRACTOR:**  
**TETRA TECH, INC.**

  
By: Jonathan Burgiel  
Title: Business Unit President

**CLIENT:**  
**CITY OF ANGLETON, TEXAS**

  
By:  
Title:

ATTEST:   
Betty Kamara, Contracts Administrator

ATTEST:



**ATTACHMENTS:**

- EXHIBIT A: RFP for Disaster Debris Management and Monitoring
- EXHIBIT B: Tetra Tech Technical Approach
- EXHIBIT C: Tetra Tech Rate Schedule
- EXHIBIT D: Equal Opportunity Provisions
- EXHIBIT E: CFR200 Provisions

