

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR CONTINGENCY ALL HAZARDS CONSULTING SERVICES  
PURSUANT TO RFP 19-041 – PRIMARY**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Tetra Tech, Inc. (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide contingency professional planning, consulting and recovery services for emergency response, disaster recovery and all hazards planning services pursuant to RFP 19-041 and any and all Federal Emergency Management Agency (“FEMA”) rules and regulations; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services in accordance with the advertised specifications of RFP 19-041.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

- A. Consultant shall render Services to County in accordance with the Proposal attached hereto as Exhibit A and incorporated herein for all purposes, including but not limited to the following:
  - 1. Emergency operations, planning and response, contingency, risk assessment, vulnerability, hazards and operability, hazard mitigation, incident response, testing, training and exercise programs, asset management, logistics and support, regional response, decontamination, continuity of operations planning, data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP);
  - 2. Professional technical services in the preparedness, response, recovery, and mitigation of any natural or manmade disaster or emergency situation, as required by the County.

- B. This Agreement pertains to the entire geographical area of Fort Bend County including the unincorporated areas of Fort Bend County and the following Joint Resolution Jurisdictions (JRJ):

City of Arcola	City of Beasley
City of Fairchilds	City of Fulshear
City of Kendleton	City of Meadows Place
City of Missouri City	City of Needville
City of Orchard	City of Richmond
City of Rosenberg	City of Simonton
City of Stafford	City of Weston Lakes
Town of Thompsons	Village of Pleak
LID 20 Kingdom Heights	Pecan Grove MUD
LID 6 River Park West	LID 11 Greatwood
LID 7 New Territory	LID 19 Riverstone
LID 15 Sugar Land	Sienna Plantation LID
MUD 46 Missouri City	MUD 49 Missouri City

## **Section 2. Personnel**

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

- A. The maximum rates for the performance of services are identified in Exhibit B to this Agreement. In no case shall the amounts paid by County under this Agreement exceed the maximum rates without an agreement executed by the parties. Travel expenses submitted for reimbursement (if any), must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.
- B. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the Fort Bend County Homeland Safety and Emergency Management Director.

- C. County will pay Consultant based on the following procedures: On a monthly basis, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. Invoices presented to the County will be less a 10% retainage. Payment retainage will not be released until all debris sites have been closed and remediated and proof that all subcontractors have been paid in full.

**Section 4. Limit of Appropriation**

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum hereinafter certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed the amount approved by the County Judge and certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.

**Section 5. Time of Performance**

Response time shall be deemed as having a contractor's representative physically present at a location within Fort Bend County, as determined by Fort Bend County, within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed.

**Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Term and Termination**

- A. This Agreement is effective upon execution by County and will expire on November 30, 2022. The Agreement is renewable annually for two (2) years (through November 30, 2024) if mutually agreeable under the same terms, conditions and recertification of Consultant's capabilities.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(B) above.
- D. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 10. Insurance**

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  5. Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Consultant.

**Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

- A. Consultant shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Consultant in the defense of each matter.
- B. Consultant's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- C. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Consultant, Consultant shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter.

- D. Consultant's indemnification shall cover, and Consultant agrees to indemnify County, in the event County is found to have been negligent for having selected Consultant to perform the work described in this request.
- E. The provision by Consultant of insurance shall not limit the liability of Consultant under an agreement.
- F. Consultant shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Consultant's operations. Such provisions shall be in form satisfactory to County.
- G. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant and/or trade contractor providing such insurance.

## **Section 12. Confidential and Proprietary Information**

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with

County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Consultant**

- A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Homeland Security &  
Emergency Management  
Attn: Director  
307 Fort Street  
Richmond, TX 77469-7728

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Consultant: Tetra Tech, Inc.  
ATTN: Betty Kamara, Contracts Administrator  
2901 Wilcrest Drive, Suite 400  
Houston, Texas 77042

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14. A. and B. and if the addressee has received the Notice. A Notice is deemed received as follows:
  - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation,

Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

- A. Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Consultant warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

## **Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

## **Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

## **Section 23. Federal Clauses**

Consultant understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Consultant represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Consultant shall require that these clauses shall be included in each covered transaction at any tier.

- A. Americans with Disabilities Act (ADA) – Consultant shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.
- B. Drug-Free Workplace – Consultant shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.
- C. Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary affirmative steps to assure that qualified small, minority firms, women’s business enterprises, and labor surplus area firms are used when possible by:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.
- D. Equal Employment Opportunity –This requirement applies to all contracts involving a “federally assisted construction contract”. “Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. Consultants must adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination
1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

E. Contract Work Hours and Safety Standards Act –

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

F. Clean Air Act and the Federal Water Pollution Control Act –

1. Clean Air Act – The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
2. Federal Water Pollution Control Act – The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

G. Energy Policy and Conservation Act – Consultant agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

H. Debarment and Suspension –

1. The Consultant certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

2. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  3. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- I. Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
  - J. Political Activities – Consultants are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
  - K. Procurement of Recovered Materials – Consultant must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
  - L. Access to Records

1. The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- M. DHS Seal, Logo, and Flags – The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- N. Compliance with Federal Law, Regulations, and Executive Orders – The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- O. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.
- P. Program Fraud and False or Fraudulent Statements or Related Acts – The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this Agreement.
- Q. Civil Rights and Non-Discrimination – During the performance of this contract, the Consultant agrees as follows:
1. Nondiscrimination on the Basis of Race, Color, and National Origin – Consultant will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department’s implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  2. Nondiscrimination on the Basis of Sex – Consultant will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and

the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

3. Nondiscrimination on the Basis of Disability – Consultant will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Consultants must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
  4. Nondiscrimination on the Basis of Handicap – Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.
  5. Nondiscrimination on the Basis of Age – Consultant will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.
  6. Nondiscrimination on the Basis of Limited English Proficiency – Consultant will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Consultant shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Consultant shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.
- R. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary, affirmative steps to assure that qualified

small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

1. Placing small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
5. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Consultant must require subcontractors to take the five affirmative steps described in 1-5 above.

S. Environmental and Historic Preservation Protections

1. Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.
2. Consultant shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

T. Disaster Reservists – Consultant may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

U. False Statements Act – Consultant agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or

knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

- V. Fraud Waste and Abuse – Consultant understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Consultant, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.
  
- W. Prompt Payment – The Consultant is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Consultant’s receipt of payment for that work from County. In addition, the Consultant is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work is satisfactorily completed.
  
- X. Retention of Records – The Consultant agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Consultant must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
  
- Y. Veteran Preference – The Consultant shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

**Section 24. Certain State Law Requirements for Contracts**

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 25. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 26. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

TETRA TECH, INC

\_\_\_\_\_  
KP George, County Judge

  
Jonathan Burgiel, Business Unit President

\_\_\_\_\_  
Date

June 25, 2019  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

\_\_\_\_\_  
Mark Flathouse, Emergency Manager/Fire Marshal  
Fort Bend County Emergency Management

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\OEM-Fire Marshal\OEM\R19-041 Contingency All Hazards Consulting\Agreement - Contingency Hazards Consulting.Tetra Tech.v2.docx.6/24/2019

- Exhibit A: Scope of Service
- Exhibit B: Pricing

# EXHIBIT A

PROPOSAL FOR

# Contingency All Hazards Consulting Services for Fort Bend County RFP No. 19-041

Fort Bend County, Texas



**TETRA TECH**

complex world

CLEAR SOLUTIONS™

Copy| April 2019



April 23, 2019

Ms. Debbie Kaminski, CPPB  
Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Subject: **RFP #19-041 – Contingency All Hazards Consulting Services**

Dear Ms. Kaminski and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to provide all hazards consulting services to Fort Bend County, Texas (County). Our team of disaster response and recovery experts offers a unique integration of emergency preparedness and planning, disaster response and recovery management, and mitigation services, providing end-to-end solutions for the County. We feel strongly that Tetra Tech is well suited to assist with the County's requested services for the following reasons:

- **Expertise in Homeland Security, Preparedness, and Emergency Response and Recovery Services.** Tetra Tech is one of the largest homeland security, emergency management, and disaster response and recovery consulting companies in the United States. We provide consulting services to governmental agencies at all levels (local, state, and federal) as well as to private sector organizations. Our team includes leading experts in emergency management and disaster response and recovery. We are at the forefront of creating programs and new technology to help our nation improve its overall preparedness, mitigation, response, and recovery capabilities.
- **Track Record of Working with the County.** Since 2005, Tetra Tech has provided disaster preparedness and post-disaster recovery services to the County. **For over a decade, our team has served as the County's disaster debris monitoring service provider.** We have assisted the County in preparing for and recovering from multiple disasters, including Hurricane Ike, the 2016 floods, and most recently, Hurricane Harvey. Services provided include debris monitoring, Flood Mitigation Assistance and Federal Emergency Management Agency (FEMA) Public Assistance consulting, the development of HMGP applications, identification of substantially damaged properties, and staff augmentation. Additionally, we have also assisted the County in the development of a continuity of operations plan, mass fatality plan, and a multi-year training and exercise plan.

**Significant Knowledge and Resources in Texas.** Tetra Tech maintains seven offices in Texas, including two in the City of Houston. Our firm has assisted over 100 communities in Texas with response and recovery efforts following Hurricanes Ike, Dolly, and Rita; the 2011 Texas Drought and Wildfires; the 2015 and 2016 floods, and Hurricane Harvey. In addition to the work we have performed for the County, our firm has assisted more than 100 communities in Texas with response and recovery efforts after multiple disaster incidents, including most recently Hurricane Harvey. *Our team has monitored the collection, removal, and Federal Emergency Management Agency (FEMA) reimbursement of over 29 million cubic yards (CYs) of disaster-generated debris in Texas.* In addition, our team has assisted dozens of Texas communities with emergency management projects such as continuity of operations plans, debris management plans, and training and exercises. Given our significant presence in the area and work history with Texas communities, we can quickly bring to bear virtually any type of resource that may be needed by the County.

- **Nationally Recognized Leader in Disaster Debris Monitoring.** Tetra Tech has assisted clients with response to **every major disaster affecting the United States in the past 15 years**, including hurricanes (Hurricanes Jeanne, Frances, Charley, Sandy, Katrina, Ike, Matthew, and most recently, Irma and Harvey), floods

Tetra Tech, Inc.  
2901 Wilcrest Drive, Suite 400, Houston, TX 77042  
Tel 321-441-8500 Fax 321-441-8501 [tetratech.com](http://tetratech.com)

(Vermont, Colorado, South Carolina, Texas, and Louisiana), fires (California, Texas), earthquakes (California), and ice storms. *Collectively, our team has overseen and managed the recovery of over 120 million CYs of debris on behalf of over 300 public sector clients and has assisted clients with obtaining and managing over \$6 billion in post-disaster grants.* We are experts in obtaining post-disaster grants for our clients and helping them successfully utilize and document these grants to meet federal grant program requirements.

- **RecoveryTrac™ Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. RecoveryTrac™ will give the County real-time debris collection tracking that provides accurate and timely reporting to County stakeholders. *RecoveryTrac™ is one of only three systems validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by the USACE debris contractors.* The specifications set forth by the USACE are designed to support the largest and most devastating disasters. In fact, *Tetra Tech's USACE response to the California wildfires in 2017/2018 was the largest ADMS activation in U.S. history.*
- **Disaster Recovery Experts.** Tetra Tech maintains a staff of disaster recovery experts who have assisted communities for many years following disasters with issues such as long-term community recovery planning, hazard mitigation program implementation, and FEMA PA reimbursement costs. A key member of our team is **Mr. John Buri**, director of Tetra Tech's Disaster Recovery Division located in Houston. Mr. Buri has been extensively involved in numerous emergency management and recovery missions in Texas since 2007. Additionally, our proposed project manager, **Mr. Jason Vickery**, is a Fort Bend resident with over 20 years of broad engineering and project management expertise. Mr. Vickery recently served as the lead post-disaster incident point of contact for Fort Bend County. Because of Mr. Buri and Mr. Vickery's established working relationships throughout Texas with groups like the Texas Division of Emergency Management (TDEM), the Texas Department of Transportation (TxDOT), the Texas General Land Office (GLO), the Texas Commission on Environmental Quality (TCEQ), FEMA Region VI, and other State of Texas and federal agencies, they will be able to provide the County with unique knowledge and practical understanding of disaster response, recovery, and reimbursement. Additionally, as Texas residents, Mr. Buri and Mr. Vickery have a personal interest in the County's recovery.
- **One Firm, Countless Services.** In addition to providing a full suite of emergency management services (including debris monitoring), Tetra Tech offers the County broad capabilities in a variety of areas that may be critical after a disaster, including damage assessment, reconstruction, and logistics. Tetra Tech brings a unique mix of emergency management, infrastructure planning, disaster recovery and response, grant administration, and reconstruction expertise.

Tetra Tech would be honored to continue serving as the County's all hazards consulting services provider. For questions regarding this response, please contact me or the representatives listed below.

**Technical representative:**

**Ms. Anne Cabrera**

2301 Lucien Way, Suite 120, Maitland, FL 32751  
(954) 559-4951 | [anne.cabrera@tetratech.com](mailto:anne.cabrera@tetratech.com)

**Contractual representative:**

**Ms. Betty Kamara**

2301 Lucien Way, Suite 120, Maitland, FL 32751  
(407) 803-2551 | [betty.kamara@tetratech.com](mailto:betty.kamara@tetratech.com)

Sincerely,

**Tetra Tech, Inc.**



Jonathan Burgiel

Business Unit President, Tetra Tech Disaster Recovery

## Service Offerings

Tetra Tech, Inc. (Tetra Tech) has access to a cadre of personnel with expertise in the topic areas described in the Fort Bend County (County) Request for Proposals (RFP). Our team offers services in areas of preparedness as well as emergency response, recovery, and mitigation. This section provides a summary of our service offerings.

### Emergency Management Consulting

Tetra Tech is a full-service emergency management firm that works across all phases of emergency management. Our team develops realistic plans and exercise programs that are specific to the jurisdiction's operations. We work with organizations across the country that face a variety of threats and hazards, from dense urban areas susceptible to security threat, to coastal communities prone to hurricanes and flooding. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in threat and vulnerability planning, hazardous materials (HAZMAT) response and recovery, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. 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.

**Exhibit 3-1. Emergency Management Consulting Services**

Service Offering	Description
<b>Hazard Mitigation Planning</b>	Tetra Tech provides hazard mitigation plan development to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster in a Federal Emergency Management Agency (FEMA)-compliant format.
<b>Emergency Operations Planning</b>	Tetra Tech provides emergency operations planning consisting of a basic plan, and incident-specific appendices, which can be organized around emergency support functions (ESFs), that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc.
<b>Continuity of Operations (COOP) Planning</b>	Tetra Tech develops COOP plans for our clients so they are prepared to provide 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.
<b>Continuity of Government (COG) Planning</b>	Tetra Tech provides COG planning to maintain continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government following a disaster or emergency incident.
<b>Emergency Support Function (ESF) Planning</b>	Tetra Tech provides ESF planning to assign roles and responsibilities of supporting agencies as either a stand-alone planning effort to support an emergency operations center (EOC), or as part of an Emergency Operations Plan (EOP). ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.

SECTION 3: COMPANY MANAGEMENT PLAN

Service Offering	Description
<b>Departmental Emergency Response Planning</b>	Tetra Tech assists department-level clients within a larger organization with primary or secondary support roles to develop specific operations plans. Departmental emergency response planning helps to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
<b>Evacuation Planning</b>	<p>Tetra Tech provides evacuation planning, including the development of:</p> <ul style="list-style-type: none"> <li>• Agency roles/responsibilities for small- and large-scale and point source evacuation scenarios</li> <li>• Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates</li> <li>• Development of consistent and effective public information including 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</li> <li>• Tailored time-phased protective action measures (such as staging and mutual aid activation) to efficiently move populations at risk out of harm’s way and provide shelter as needed</li> <li>• Identification of vulnerable populations, transportation-dependent communities, and large animal and companion animal considerations</li> <li>• Easily defined evacuation zones associated with behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems</li> <li>• Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of scenarios, including possible point source, no-notice, and phased approach</li> </ul>
<b>Regional Catastrophic Planning</b>	Tetra Tech provides regional catastrophic planning services designed to promote coordination and communications between multiple jurisdictions. Plans focus on assisting regions with preparing for and responding to an incident effectively as a region, and initiating recovery activities almost simultaneously while maintaining transparency for the public and elected officials.
<b>Mass Care/Surge Capacity Planning</b>	Using a worst-case scenario, Tetra Tech provides mass care/surge capacity planning services to identify a client’s strategy and current capabilities for mass care and sheltering. The sheltering strategy is designed to take a phased approach, emphasizing vulnerable populations in hospitals and nursing homes and residents without access to transportation.

SECTION 3: COMPANY MANAGEMENT PLAN

Service Offering	Description
<p><b>Mass Casualty and Mass Fatality Planning</b></p>	<p>Tetra Tech provides mass casualty and mass fatality planning designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. Mass casualty 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. Our team’s mass fatality planning services involve working with coroners, emergency medical services, funeral directors, public health departments, and other partners to assess a jurisdiction's ability to handle a large number of deaths arising from mass casualty incidents and developing strategies for strengthening this capability.</p>
<p><b>Volunteer and Donations Management Planning</b></p>	<p>Tetra Tech develops volunteer and donations management plans to be used to organize operations of both Community Emergency Response Teams (CERT) and spontaneous volunteers and to manage and warehouse donations that flood into the jurisdiction following a disaster.</p>
<p><b>Family Assistance Center (FAC) and Reunification Planning</b></p>	<p>Tetra Tech provides FAC and reunification planning to support families in locating and reuniting with their loved ones following a disaster or emergency. Plans also provide awareness to communities on how to interact with grieving families and how to organize their FAC operations.</p>
<p><b>Emergency Management Accreditation Program (EMAP) Accreditation Support</b></p>	<p>Tetra Tech provides EMAP accreditation support to clients interested in becoming accredited in the program. This 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.</p>
<p><b>Strategic Planning</b></p>	<p>Tetra Tech provides emergency management organizations with strategic planning 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.</p>
<p><b>Disaster Debris Management Planning</b></p>	<p>Tetra Tech provides comprehensive disaster debris management planning services to organizations inclusive of developing 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.</p>
<p><b>Information Technology Disaster Recovery (ITDR) Planning</b></p>	<p>Tetra Tech provides ITDR planning involving a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications, and application software and hardware.</p>
<p><b>Crisis Communication/Public Information Planning</b></p>	<p>Tetra Tech provides crisis communication/public information planning to jurisdictions and private organizations through the establishment of a joint information system, including joint information center operations, development of public release templates, an overview of rumor control operations, and the creation of a public information guide.</p>

SECTION 3: COMPANY MANAGEMENT PLAN

Service Offering	Description
<b>HAZMAT Commodity Flow Studies and Local Emergency Planning Committee (LEPC)</b>	Tetra Tech provides HAZMAT commodity flow studies for LEPCs, which 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 or region.
<b>Emergency Planning for Higher Education</b>	Tetra Tech provides emergency planning for colleges and universities to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of a disaster or incident to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
<b>Training, Testing, and Exercise Planning</b>	Tetra Tech assists with planning, development, conduct, and evaluation of training, testing, and exercise programs. This involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment to identify strengths and areas for improvement to enhance prevention, response, and recovery capabilities. All exercises are developed, conducted, and evaluated using the, Homeland Security Exercise and Evaluation Program (HSEEP).
<b>Integrated Planning and Management System</b>	Tetra Tech provides Integrated Planning and Management System (IPMS) to include developing baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses.
<b>Internet/Computer-Based Training (IBT/CBT)</b>	Tetra Tech prepares stand-alone computer-based training for individual client's needs and Internet-based training to meet the needs of on-demand and geographically diverse training requirements.
<b>Logistics/Asset Management</b>	Tetra Tech's logistics/asset management solutions help 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.
<b>Emergency Operations Center (EOC) Support Services</b>	Tetra Tech provides EOC support services for local, regional, and state organizations. These services include developing operations manuals and job aids, 24/7/365 support, situational awareness, and support of custom emergency management system. Tetra Tech can also provide EOC staff augmentation services by providing staff trained in Incident Command System (ICS).
<b>Shared/Integrated Digital Environments (SDEs/IDEs)</b>	Tetra Tech develops 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.

Service Offering	Description
<b>Occupational Health and Safety (OHS) Planning</b>	Tetra Tech's OHS planning services include conducting worker risk assessments, identifying appropriate methods for worker protection, developing written health and safety programs, conducting training needs assessments, and developing instructor-led and computer-based training programs.
<b>Ebola and Other Special Emerging Pathogens (SEPATH) Planning</b>	Tetra Tech's Ebola and SEPATH planning services include community partners across the healthcare continuum to work together to develop strategies for managing and caring for individuals who are known or suspected to be infected with a SEPATH. This includes planning for isolation and quarantine, transportation of persons under investigation (PUIs), worker protection, infectious waste management, and decedent handling.
<b>Responder and Disaster Worker Health and Safety</b>	To help ensure the safety of first responders and disaster workers, Tetra Tech provides worker risk assessments, activity hazard analysis, and just-in-time health and safety training, including Hazardous Waste Operations and Emergency Response (HAZWOPER) training. Tetra Tech provides field operations safety monitoring, air monitoring and sampling support, and fit testing. We can also serve as site safety officers and provide safety staff support services.
<b>Community Rating System (CRS) Assessment</b>	Tetra Tech assists with conducting baseline assessments for communities interested in obtaining or improving their CRS rating. A programmatic baseline assessment looks at a community's floodplain management program prior to a Community Assistance Visit (CAV) to identify issues that may render a community out of compliance under the National Flood Insurance Program (NFIP).
<b>CRS Application</b>	Tetra Tech assists with compiling the appropriate documentation for submitting an application for the CRS program. This may include interface with FEMA's Insurance Services Office (ISO) and meeting with NFIP or FEMA during CAVs.
<b>Repetitive Loss Area Analysis</b>	Tetra Tech assists with developing a Repetitive Loss Area Analysis (RLAA) as a systematic approach to analyzing the causes of repetitive flooding, structures impacted, and possible mitigation solutions by using the FEMA-identified RL properties as geographic locator for the issue.

## Grant Administration and Disaster Recovery Management Services

Tetra Tech's grant administration and disaster recovery management services were established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, our team seeks to establish accounting systems and internal controls for its clients that minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. We offer a staff 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 3-2. Grant Administration and Disaster Recovery Management Services**

Service Offering	Description
<b>FEMA Reimbursement Technical Assistance Consulting</b>	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
<b>FEMA Compliance Monitoring and Audit Oversight</b>	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes OMB, FEMA and HUD guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes Section 3, Fair Housing, 2 CFR 200, and other federal grant requirements.
<b>Individual Assistance (IA) Services</b>	Tetra Tech assists with application intake, case management, grant administration, staffing at Disaster Recovery Centers, expenditure monitoring, and other programmatic needs associated with the IA declaration.
<b>Public Assistance (PA) Services</b>	Tetra Tech's team of PA consultants assists with documenting and accounting for such costs on project worksheets. This includes providing technical assistance on FEMA's rules, practices, and procedures covering reimbursement for temporary and permanent work in eligible FEMA categories.
<b>Grant Application Development and Administration (CDBG, HMGP, FHWA, NRCS, FTA, FEMA PA, and FEMA IA)</b>	Tetra Tech provides 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.
<b>HUD CDBG-DR Services</b>	Tetra Tech provides knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
<b>Unmet Needs Assessment</b>	Tetra Tech assists with developing unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery: housing, infrastructure, and economic recovery.
<b>Policies and Procedures Manual Development</b>	Tetra Tech assists client's Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities, including contractor, subcontractor, and sub-recipient oversight and monitoring.
<b>Damage Assessment</b>	Tetra Tech assists with damage assessment activities involving deploying a team of experienced staff to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
<b>Substantial Damage Estimation</b>	Our teams of estimators perform residential substantial damage estimation on behalf of our clients after floods. These services include geographic information systems (GIS)-based evaluation and visual inspections of impacted properties using FEMA's SDE 2.0 software.

Service Offering	Description
<b>Eligibility Consultation</b>	Tetra Tech provides 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.
<b>Environmental Review Records (ERRs)</b>	Tetra Tech provides ERR services as they relate to projects proposed for funding under the CDBG-DR program funding.
<b>Project Ranking</b>	Tetra Tech assists with ranking potential projects for future consideration through federal grants. This includes providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
<b>Financial Advisory</b>	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
<b>Cash Flow Management</b>	Tetra Tech provides financial departments within an organization with cash flow management associated with the disbursement of federal grants. This includes developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
<b>Procurement Assistance</b>	Tetra Tech provides procurement assistance, including providing procurement experts to provide disaster contracting guidance to review scopes, adherence to grant funding requirements and 2 CFR 200, and satisfactory project completion.
<b>Benefit Cost Analysis</b>	Tetra Tech develops benefit cost analysis involving a formalized schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
<b>Feasibility and Effectiveness Studies</b>	Tetra Tech provides feasibility and effectiveness studies involving the documentation of projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage. This includes alternate projects, improved projects, or 406 mitigation proposals to include hydrological and hydraulic (H&H) feasibility studies, cost estimating, and conceptual project designs. This may include engineering and architectural services.
<b>Floodplain Feasibility Modeling</b>	Tetra Tech can provide modeling of natural or man-made above-ground waterways to determine where to place critical facilities, including roads, bridges, and EOCs. Readily applicable models such as HEC-RAS (FEMA standard flood modeling) provide quick answers to what if scenarios. This may include basic modeling using spreadsheets or software program or more in-depth modeling utilizing GIS tools. This may also include assistance with FEMA's Letter of Map Amendment (LOMA) and Letter of Map Revisions (LOMAR).
<b>Floodplain Management Support</b>	Tetra Tech can support Floodplain Management offices that are overwhelmed after disasters. These services include staff support, substantial damage estimation appeals support, Community Assistance Visit (CAV) audits, and case management for impacted individuals.

Service Offering	Description
<b>Advanced Feasibility Modeling</b>	Tetra Tech can provide advanced modeling that is typically used to answer challenging questions that involve complex flooding, erosion, scour, and debris. 2-D and 3-D hydrodynamic and water quality models for rivers, streams, lakes, and estuaries help to determine permitting approaches that meet project time frames and guide the project path around pitfalls.
<b>Site Survey and Legal Description Review</b>	Tetra Tech provides site survey and legal description review by providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
<b>Owners Representative Services</b>	For projects in the construction phase, Tetra Tech provides Owner’s Representative advising services. These tasks may include projects interface with federal and state officials, PW versioning, and providing oversight to the construction firm. This may include engineering and architectural services.
<b>Appraisal and Valuation Services</b>	Our team can assist with appraisal and valuation services utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
<b>Title Due Diligence</b>	Tetra Tech’s title due diligence services ensures that only the legal property owner is consulted for program acquisition program participation.
<b>Public Outreach Program</b>	Tetra Tech provides public outreach programs that provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
<b>Public Meeting Facilitation</b>	Tetra Tech provides public meeting facilitation services including documenting meeting notices, fostering public participation, facilitating discussions with stakeholders to obtain relevant information/data and obtain consensus on priorities and projects, and communicating the message of our clients.
<b>Homeowner Consultation</b>	Tetra Tech’s homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings for programs involving acquisition/demolition, relocation, elevations, or small repairs after disasters.
<b>Relocation Assistance</b>	Tetra Tech provides relocation assistance associated with acquisition or relocation programs. This includes engaging participants by providing relocation assistance conforming to Uniform Relocation Act (URA) rules and regulations.
<b>Property Management</b>	Tetra Tech provides property management services to clients who are grant recipients following disasters. This service includes program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
<b>Negotiations</b>	Tetra Tech provides negotiation services in systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
<b>Closing</b>	Tetra Tech provides closing services involving dedicating consultant resources to ensure a timely and efficient closing process during a buyout program.

SECTION 3: COMPANY MANAGEMENT PLAN

Service Offering	Description
<b>Data &amp; Documentation Management</b>	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
<b>Hazard Mitigation Proposals</b>	Tetra Tech develops 406 Hazard Mitigation proposals associated with a written Project Worksheet after disasters to those entities participating in the FEMA PA program.
<b>Contractor Invoice Reconciliation</b>	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.
<b>Regulatory Compliance Monitoring</b>	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
<b>Project Scoping</b>	Tetra Tech's grant reimbursement team creates scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
<b>Insurance Adjusting/Subrogation</b>	Tetra Tech provides insurance adjusting/subrogation support to proactively resolve insurance issues prior to a grant de-obligation.
<b>Eligibility Appeals</b>	Tetra Tech assists with eligibility appeals by assisting with developing strategies and documentation to overturn a de-obligation ruling during first or second appeals.
<b>Grant Closeout</b>	Tetra Tech assists after a disaster by providing closeout services to a grant recipient. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.
<b>HUD Action Plan Development</b>	Tetra Tech assists with the development and submission of HUD required Action Plan for Disaster Recovery grant. These tasks may include the development of Action Plan amendments or waivers that may be required.
<b>Unmet Needs Analysis</b>	Tetra Tech develops unmet funding needs analysis to document the need for CDBG-DR funding and to form the basis of program design for the use of CDBG-DR funds.

## Debris Program Management Consulting Services

Tetra Tech has helped over 300 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 120 million cubic yards (CY) of debris, as well as the demolition of over 12,500 uninhabitable residential structures. We have helped local governments obtain over \$6 billion in reimbursement funds.*

**Table 3-3. Debris Program Management Consulting Services**

Service Offering	Description
<b>Comprehensive Program Management</b>	Tetra Tech’s comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including post-event reconstruction and demolition field services.
<b>Disaster Debris Removal Procurement and Negotiations</b>	Tetra Tech assists clients with disaster debris removal procurement and negotiations, helping communities to implement the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.
<b>Collection Monitoring</b>	Tetra Tech provides staff to conduct collection monitoring involving the oversight of the debris collection process, including truck certification, route development, ticket preparation, and documentation for FEMA-reimbursable loads. This service has the option of utilizing our Automated Debris Management System (ADMS) RecoveryTrac™.
<b>Disposal Monitoring</b>	Tetra Tech provides disposal monitoring involving the oversight of debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads. This service has the option of utilizing our ADMS RecoveryTrac™.
<b>Hazardous Waste Collection, Disposal, and Monitoring</b>	Tetra Tech provides hazardous waste collection, disposal, and monitoring, which 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. This service has the option of utilizing our ADMS RecoveryTrac™.
<b>Leaner/Hanger/Stump Removal Monitoring</b>	Tetra Tech provides leaner/hanger/stump removal monitoring involving surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. This service has the option of utilizing our ADMS RecoveryTrac™.
<b>Debris Management Site (DMS) Environmental Support</b>	After disasters, Tetra Tech’s team provides DMS environmental support to clients for obtaining documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of DMS locations.
<b>Beach Remediation/Restoration</b>	Tetra Tech provides beach remediation/restoration monitoring services for work associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.

SECTION 3: COMPANY MANAGEMENT PLAN

Service Offering	Description
<b>Private Property Debris Removal (PPDR) Program Administration</b>	Tetra Tech’s PPDR program administration services for clients 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.
<b>Waterway Debris Removal Monitoring</b>	Tetra Tech provides waterway debris removal monitoring and documentation for debris removed from navigable and other inland waterways.
<b>Field Data Collection/Management/Billing/Invoicing</b>	Tetra Tech can augment our client staff tasked with data collection and management as well as billing and invoicing. This service includes developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
<b>Data Management</b>	Tetra Tech’s 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 for our clients.
<b>Customer Information/Citizen Hotline/Community Relations</b>	Tetra Tech provides customer information/citizen hotline/community relations for clients after a disaster. This includes 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.
<b>Data Collection</b>	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 provides the analysis and trending capabilities that often accompany the federal grant requirements for our clients.

### Long-Term Recovery Planning and Economic Development

As part of or in addition to CDBG-DR funded recovery, communities, businesses, counties, states, and regions may engage in long-term recovery planning and economic development to rebuild and foster growth from the “new norm” following an economic downturn. Tetra Tech planners, economic development professionals, financial and budget analysts, and funding strategists can conduct this planning and implementation. These staff members also assist communities in the long-term planning for their economic growth through the planning and prioritization process.

**Table 3-4. Long-Term Recovery Planning and Economic Development**

Service Offering	Description
<b>Long-Term Recovery Planning</b>	Tetra Tech prepares a long-term recovery plan that strategically defines the magnitude of the disaster, identifies both recovery and resiliency projects, involves the public, creates a process for prioritizing the projects, and defines an implementation strategy for projects. This multi-year strategic plan will be used by the community to attract financial assistance to implement their recovery efforts and will be focused on the recovery from an existing disaster.

SECTION 3: COMPANY MANAGEMENT PLAN

Service Offering	Description
	<p>Tetra Tech also prepares pre-disaster recovery plans. These plans involve the pre-planning for a community, county, or state. These plans identify and put into place the necessary steps that should be taken during the transition from disaster response to disaster recovery. These plans focus on internal steps and policies with the public sector entity as well as engagement with external stakeholders such as nongovernmental organizations, chambers of commerce, businesses, and other key stakeholders.</p>
<p><b>Economic Development</b></p>	<p>Tetra Tech assists clients with all aspects of economic development including the planning at the municipal or regional level to focusing on one or more specific sites. The broader municipal/regional plans would focus on obtaining both qualitative and quantitative data and information from the public, key stakeholders, and reputable data sources. The data sources will include data related to the economy in order to perform a market analysis and economic analysis. All of this data and information will allow our team to work with the client to define goals and objectives, identify and prioritize projects, and define the necessary implementation steps for success.</p> <p>In regard to one or more sites, our team can assist with developing a concept for the development of the site(s) for its highest and best uses and then define the necessary steps for successfully implementing the plan.</p>
<p><b>General Planning</b></p>	<p>Projects offered to Tetra Tech under this arena include:</p> <ul style="list-style-type: none"> <li>• Comprehensive Planning/Master Plans – Tetra Tech assists communities with the preparation of communitywide or neighborhood-wide plans that are all-encompassing and integrate all components of a community. This may include economic development, housing, natural and cultural resources, infrastructure, hazard mitigation, and community facilities.</li> <li>• Sustainable/Resilience Community Plans – Tetra Tech assists communities with the preparation of plans to integrate resilience into a community in order to wither prevent or lessen the damages and loss of life from a disaster.</li> <li>• Urban Reinvestment and Redevelopment – Tetra Tech assists with developing plans focused on the redevelopment of a property or a series of properties with the result of strengthening the community’s economy.</li> <li>• Sustainable Development Tools – Tetra Tech focuses on creating different types of tools (policy, ordinances, and/or regulations) that will make a community more resilient.</li> <li>• CDBG Consolidated Plans – Tetra Tech assists entities that received CDBG funds with the preparation of their required Consolidated Plans.</li> <li>• U.S. HUD Fair Housing Analysis - Tetra Tech assists entities with the preparation of the analysis of fair housing and the preparation of the required plan.</li> </ul>

## Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of security professionals, toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide threat, hazard, and risk analysis expertise to the public and private sectors.

**Table 3-5. Vulnerability/Hazard Identification/Risk Assessment Services**

Service Offering	Description
<b>Hazardous Identification and Incident Response</b>	Tetra Tech provides turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Vulnerability assessments are evaluated against (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
<b>Ecological Risk Assessments</b>	Tetra Tech provides risk assessment staff to conduct retrospective and predictive ecological risk assessments (ERAs) for 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.
<b>Comprehensive Environmental Response, Compensation &amp; Liability Act of 1980 (CERCLA) and Resource Conservation and Recovery Act (RCRA) Evaluations</b>	In addition, Tetra Tech provides CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts. This includes conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Tasks would 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.
<b>Vulnerability Assessments (VAs)</b>	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.

## Environmental Services

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

**Table 3-6. Environmental Services**

Service Offering	Description
<b>HUD/FEMA Environmental Reviews</b>	Tetra Tech supports our clients of the wide range of disaster recovery, hazard mitigation, and other types of projects funded by HUD and FEMA, Tetra Tech provides comprehensive environmental and historic preservation review support. In addition to preparation of documents under the National

Service Offering	Description
	<p>Environmental Policy Act (NEPA), we assist in compliance with related laws, regulations, and Executive Orders.</p>
<p><b>Decontamination</b></p>	<p>Tetra Tech’s also provides field services for clients needing decontamination services throughout the nation. Tasks under this category include:</p> <ul style="list-style-type: none"> <li>• Technical oversight</li> <li>• Characterization and disposal of radioactive or hazardous residues</li> <li>• Radiation/hazardous materials safety program management</li> <li>• Documentation of site conditions</li> <li>• Radiological surveys</li> <li>• Internal dose assessment calculations to document the risk and dose to personnel from the contamination</li> </ul>
<p><b>Climate Change Adaptation</b></p>	<p>Tetra Tech provides climate change adaptation study services to reduce risk and vulnerabilities for our clients. This includes:</p> <ul style="list-style-type: none"> <li>• Development of climate action plans and sustainability strategies</li> <li>• General reporting and verification</li> <li>• Comprehensive climate change response</li> <li>• Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions</li> </ul>
<p><b>Restoration and Remediation</b></p>	<p>Tetra Tech assists clients with a variety of restoration and remediation professional services prior to or after disasters, including:</p> <ul style="list-style-type: none"> <li>• Environmental site investigations</li> <li>• Risk assessment</li> <li>• Fate and transport modeling</li> <li>• Performance-based remediation</li> <li>• Radiological decontamination and decommissioning</li> <li>• Ecosystem restoration</li> <li>• GIS</li> <li>• Site restoration and remediation</li> <li>• Due diligence assessments</li> <li>• Remedial system design/construction</li> <li>• Remedial process optimization</li> <li>• Construction management</li> <li>• Environmental compliance</li> <li>• Chemical/fuels and waste management</li> <li>• Regulatory support/expert witness services</li> <li>• Liability transfer model</li> <li>• Third-party review – remedial strategies</li> <li>• Geophysical services</li> </ul>

## Compliance with FEMA Rules and Regulations

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures.

***Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements.***

This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$6 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

### WHAT DO OUR CLIENTS SAY?

*"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated \$280 million in federal grants—the largest grant application in Boulder County's history.*

*Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."*

**Michelle Krezek, Commissioners' Deputy  
Boulder County, Colorado**

## Value-Added Services Provided at No Cost

Tetra Tech's commitment to our clients begins with value-added preparedness training and pre-disaster coordination to ensure that we provide the best available end-to-end services should we be called upon in the event of a future disaster. Following issuance of a task order, Tetra Tech can provide the following services at no cost to the County:

- Annual coordination meeting with County stakeholders and debris removal contractors
- 1-day Federal Emergency Management Agency (FEMA) Public Assistance (PA) orientation and training
- Review of existing debris managements sites (DMS) and selection criteria
- Review/update of the County's geographical information system (GIS) Center line data
- Review and comment on the County's debris removal contract and procurement processes
- Annual updates regarding FEMA and Federal Highway Administration (FHWA) policy changes
- Review of local ordinances and code(s) related to County debris removal operations
- Overview of recent Department of Homeland Security – Office of Inspector General (DHS-OIG) audits
- Best practices for the FEMA PA Program in recent disasters

### Post-Disaster Training of County/Other Applicant Personnel

Because of the complexity of and continuous changes to federal disaster grant regulations and policies, many applicants are not equipped to develop Project Worksheets (PWs) themselves without missing opportunities for reimbursement or having funds de-obligated at project closeout due to not following federal documentation procedures.

Tetra Tech will assist the County with preparing for the post-disaster PA process by holding PA and PW technical assistance training immediately following a declared disaster. Tetra Tech has provided technical assistance PA/PW workshops on this topic to many of our clients in Texas, Louisiana, Virginia, Florida, and dozens of other additional state and local jurisdictions across the nation after major, complex disasters such as hurricanes or earthquakes.

The PA/PW training will focus specifically on the documentation requirements for preparing PWs, including set-up and tracking of cost codes for reimbursement of force account labor, eligible emergency preparedness expenses and methods for tracking these costs, Federal Acquisition Regulation (FAR) procurement standards, monitoring, and requests for reimbursement.

The training will help County applicants to better identify eligible costs and document these costs at the time the costs are incurred, thereby greatly improving the likelihood of federal reimbursement.

### On-site Coordination, Reporting, and Communications

Tetra Tech will efficiently communicate with the County by providing weekly status reports outlining updates to the projects assigned to the Tetra Tech team. This report will be presented in a PDF format and will provide a financial overview, tracking for PWs, DACs, status of tasks, and staffing information. Additionally, the Tetra Tech management team will be available to meet weekly to review the weekly status report and report on work completed in the prior week, work scheduled for the coming week, timeline for future key milestones, and overall progress on the recovery effort. In addition, Tetra Tech staff will facilitate, attend, and report on recovery-related meetings at the County's request.

## RecoveryTrac™ Automated Debris Management System

### Proven Solution in Disaster Debris Activations

**As technology has evolved, the Tetra Tech team’s approach to disaster recovery has evolved, too.** Tetra Tech has invested heavily in research and development to streamline the debris collection documentation with a focus on minimizing the cost to our clients while improving their visibility into debris project operations. This state-of-the-art technology has proven to increase the efficiency and improve the management of debris removal efforts for many of our clients.

**RecoveryTrac™ is one of only three systems validated by the U.S. Army Corps of Engineers (USACE)** and is the automated debris management system (ADMS) preferred by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac™ is owned by Tetra Tech and is a proven full- featured electronic ticketing and disaster debris management system.

RecoveryTrac™ has been used exclusively by Tetra Tech in the last 150 disaster projects, demonstrating stable and reliable operations producing “audit ready” field documentation with significant gains in operational efficiency. Highlights of recent RecoveryTrac™ achievements include the following:

- Largest ADMS activation in USACE history with 4 clients, 6 counties and over 1,700 people responding for 5 months to wildfire response in California
- Since 2011, RecoveryTrac™ has documented removal of over 43.5 million cubic yards (CY) of debris and nearly 1,400,000 hazardous trees
- Large-scale activations, recently across five states with over 7,200 users, 147 disposal sites operating at a debris removal rate of nearly 265,000 CYs per day
- Several large ADMS projects include eight over 1 million CYs
- ADMS projects have included right-of-way (ROW), private property debris removal (PPDR), waterways, wildfires, Zika mosquito remediation, and other environmental monitoring and sampling programs.

The system’s flexibility and ability to be rapidly deployed in harsh conditions has made it invaluable in delivering successful projects. Those familiar with RecoveryTrac™, from clients to debris haulers, ask for the system by name.

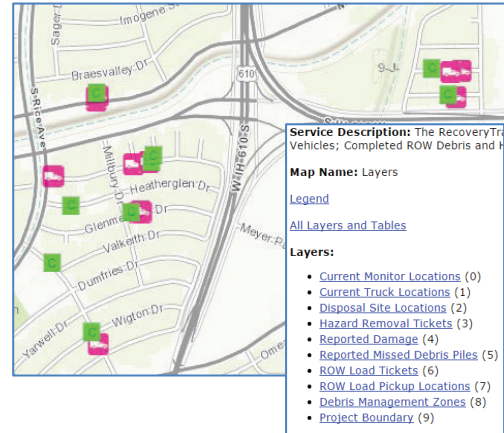
### RecoveryTrac™ Features

Leveraging this experience, Tetra Tech has designed and developed several industry management tools in addition to the standard ADMS features for inclusion in the system. These tools enable users to more efficiently manage the project and ensure that required performance metrics are tracked and reported accurately.

- *6,000 mobile units on-hand and ready for Countywide multi-jurisdiction mobilizations*
- *USACE ADMS compliant*
- *Connected or disconnected operation independent of cellular network issues*
- *Expedites invoice reconciliation*
- *Provides real-time GIS reports and pass map tracking in a web-based portal*
- *Advanced issue management toolset*
- *Automated photograph and GPS capture*
- *Intuitive and user friendly and highly*

SECTION 3: COMPANY MANAGEMENT PLAN

- **GIS-based data management** to provide highly accurate data to support rapid invoicing and submission of reimbursement PWs.
- **Real-time tracking of project assets**, including contractor personnel, equipment, and other project locations to improve efficiency and response to project priorities.
- **Crew and equipment work records** (i.e., debris separation, search and rescue, and emergency clearance crew work), time, location, and photographic records for tracking of hourly rate tasks.
- **Automated “pass” maps** to document the completion of debris removal and show progress using real-time GIS mapping.
- **Document damage, inspections, and testing**, including soil, air quality, safety evaluations, weather observations, or working delays. Damage reporting, call center reporting, and property damage correction workflow processing.

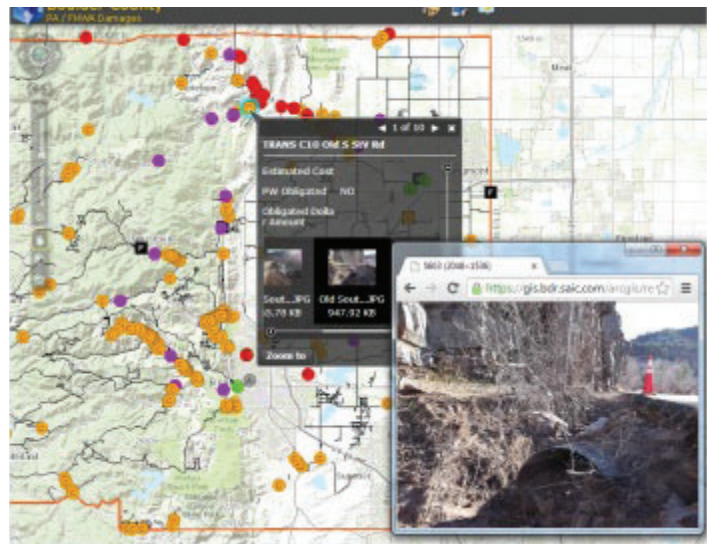


RecoveryTrac™ features and ability to respond are unmatched. It is the standard by which the modern disaster data collection, management, and reporting systems are measured.

Proven Tool for Grant Management and Disaster Recovery Projects

RecoveryTrac™ has also proven to be a useful tool for disaster recovery projects. The Tetra Tech team has leveraged emerging technologies and the use of Tetra Tech proprietary geospatial GIS software into all four phases (preparedness, mitigation, response, and recovery) of emergency management (Exhibit 3-7). Pre-event mapping such as Digital Flood Insurance Rate Map (DFIRM), electronic grant, project and payment management, and post-event automated debris tracking are a small sample of the technological focus of the management information systems that the Tetra Tech team will bring to bear on the County’s post-disaster management projects using RecoveryTrac. To this end, Tetra Tech has developed standardized reporting tools and progress report dashboards and will customize the tools as necessary to identify and track key data against which program objectives are to be measured and that we will use to build the highest level of transparency given the large amount of public dollars being expended.

Exhibit 3-7. RecoveryTrac™ illustrates damage sites, documents, and photographs in a geospatial environment.



The elements that compose our management information systems include the following:

- Grant Submittal and Tracking System
- Transition Project Document Database
- SharePoint and Microsoft Project Integrated with RecoveryTrac™
- Management Information Systems
- Project Tracking



# EXHIBIT B

**RFP 19-041**

**Exhibit A: Pricing Schedule**

Proposer shall provide all labor, equipment manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Pricing Schedule.

Hourly rates to include all costs, including but not limited to, insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses. Proposer must adhere to the Fort Bend County Travel Policy (Exhibit B).

Under each position, proposer to detail main duties and responsibilities.

**Debris Management:**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Field Project Manager	\$ <u>72.00</u>
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Operations Manager	\$ <u>58.00</u>
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Health and Safety Officer	\$ <u>56.00</u>
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Data Manager	\$ <u>54.00</u>
<hr/>	
GIS Analyst	\$ <u>48.00</u>
<hr/>	
Field Supervisor	\$ <u>42.00</u>
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Billing/Invoice Analyst	\$ <u>40.00</u>
<hr/>	

**Debris Management (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
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Disposal Site Manager	\$ <u>33.00</u>
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Collection Monitor	\$ <u>33.00</u>
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Project Coordinator	\$ <u>32.00</u>
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Load Ticket Entry Clerk	\$ <u>0.00</u>
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Call Center Staff	\$ <u>30.00</u>
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**Consulting/Planning:**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
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Administrative Specialist II	\$ <u>42.00</u>
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Research Assistant	\$ <u>45.00</u>
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Proposal Coordinator	\$ <u>48.00</u>
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Communication Technician	\$ <u>50.00</u>
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**Consulting/Planning (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Help Desk Operator	\$ <u>55.00</u>
Administrative Specialist	\$ <u>35.00</u>
Research Assistant II	\$ <u>55.00</u>
Service Center/Logistics Specialist	\$ <u>60.00</u>
Analytical Aide	\$ <u>68.00</u>
Planning Aide	\$ <u>72.00</u>
Project Control Specialist	\$ <u>75.00</u>
Database Administrator	\$ <u>75.00</u>
Consulting Aide	\$ <u>75.00</u>
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$ <u>85.00</u>

**Consulting/Planning (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$ <u>90.00</u>
System Administrator	\$ <u>95.00</u>
Law Enforcement Subject Matter Expert/Trainer	\$ <u>98.00</u>
Public Assistance/Grant Management Consultant	\$ <u>104.00</u>
Fire/HAZMAT/Subject Matter Expert Trainer	\$ <u>110.00</u>
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist 1	\$ <u>98.00</u>
Project Manager/Consultant Planner/Scientist/ Assessor/Analyst/ Environmental Specialist II	\$ <u>112.00</u>
Project Manager/Consultant Planner/Scientist/ Assessor/Analyst/ Environmental Specialist III	\$ <u>120.00</u>
Senior Public Assistance/Grant Management Consultant	\$ <u>125.00</u>
Senior Planner/Assessor/Scientist/Analyst	\$ <u>130.00</u>

**Consulting/Planning (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Supervisng Public Assistance Consultant	\$ <u>135.00</u>
Senior Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist	\$ <u>135.00</u>
Supervising Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist	\$ <u>140.00</u>
Program Manager	\$ <u>145.00</u>
Senior Program Manager	\$ <u>155.00</u>
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$ <u>175.00</u>
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$ <u>200.00</u>
Subject Matter Expert	\$ <u>220.00</u>
FEMA Appeals Legal Specialist	\$ <u>300.00</u>
Senior FEMA Appeals Legal Specialist	\$ <u>375.00</u>

**Consulting/Planning (cont'd):**

**Positions**

**Hourly Rate**

Principal FEMA Appeals Legal Specialist

\$ 400.00

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**Additional Positions:**

**Position**

**Hourly Rate**

Title: None

\$ \_\_\_\_\_

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Title: \_\_\_\_\_

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**Additional Positions (cont'd):**

**Position** **Hourly Rate**

Title: \_\_\_\_\_ \$ \_\_\_\_\_

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Title: \_\_\_\_\_ \$ \_\_\_\_\_

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# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year).

**Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## MEALS:

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## TRANSPORTATION:

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's agency # C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

● [REDACTED]  
● [REDACTED]  
● [REDACTED]

**Avis:**

● [REDACTED]  
● [REDACTED]

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.