

MASTER SERVICES AGREEMENT

Consulting and Representation Services - Disaster Recovery

Contract No. CPS 16048

THIS AGREEMENT (the "Agreement") is made this 1st day of January, 2016, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (hereinafter referred to as "Client" or "County") and **TETRA TECH, INC.** (hereinafter referred to as "Contractor" or "Tetra Tech").

I. DESCRIPTION OF PROFESSIONAL SERVICES

Contractor and Client agree Contractor will perform professional services associated with Debris Recovery Consulting Services as described in the Richland County Request for Proposal No. RC-651-P-2016 ("RFP") attached hereto as Exhibit A and Contractor's Technical Response to RFP No. RC-651-P-2016, attached hereto as Exhibit B. Task Orders shall be issued for specific deliverables under this Agreement and shall include estimated hours and fees for completion. Such deliverables to be provided by Contractor will be specified in writing on each Task Order prior to commencing work. The professional services shall be provided subject to the Terms and Conditions which follow.

II. RICHLAND COUNTY AND TETRA TECH ADMINISTRATIVE CONTACTS

Cheryl D. Patrick
Procurement Director
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204
Tel. No. 803.576.2133
Email patrickc@rcgov.us

Betty A. Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Tel. No. 321.441.8518 | 407.803.2551
Email betty.kamara@tetrattech.com

In consideration of the mutual obligations assumed under this Agreement, Contractor and Client agree to the Terms and Conditions attached hereto and incorporated by reference and represent that this Agreement is executed by duly authorized representatives as of the dates below.

AGREED BY:

RICHLAND COUNTY, SOUTH CAROLINA

TETRA TECH, INC.

By: Cheryl D. Patrick, CPPB
Name: Cheryl D. Patrick, CPPB
Title: Procurement Director
Date: 12-31-2015

By: Jonathan Burgiel
Name: Jonathan Burgiel
Title: Vice President/Operations Manager
Date: 1/14/16

Richland County Attorney's Office
Elizabeth A. Miller
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

TERMS AND CONDITIONS

1. Services

CONTRACTOR will perform the services ("Services") and deliver the deliverables ("Deliverables") described in RFP No. RC-651-P-2016 and CONTRACTOR's Technical Response to RFP No. RC-651-P-2016 as set forth in Exhibits A and B, attached hereto and incorporated by reference. Task Orders shall be issued for specific deliverables under this Agreement and shall include estimated hours and fees for completion. Such deliverables to be provided by Contractor will be specified in writing on each Task Order prior to commencing work.

2. Place of Performance

Unless otherwise provided in this Agreement, CONTRACTOR may perform the Services in whole or in part at CONTRACTOR's place of business, CLIENT's place of business, and/or such other locations as may be required in order to perform the services.

3. Effective Date; Term

This Agreement shall be effective as of the date first written above (the "Effective Date"), and shall continue in full force through December 31, 2016 with four (4) automatic one year renewals, unless either party elects to terminate this Agreement with a one hundred twenty (120) day written notice.

4. Payment Terms

(a) The fee for the services under this Agreement will be based either on a fixed fee basis or the actual hours of services furnished multiplied by CONTRACTOR's Billing Hourly Rates plus reasonable expenses as set forth in Exhibit C which is attached hereto and incorporated by reference. Task Orders issued under this Agreement shall specify the contract type and project cost.

(b) CONTRACTOR shall submit an invoice to CLIENT monthly for Services performed by CONTRACTOR on behalf of CLIENT pursuant to this Agreement and each specific Task Order.

(c) CLIENT will review invoices for acceptance within ten (10) calendar days of the receipt of the invoice. CLIENT shall, as soon as practical, notify CONTRACTOR of any discrepancies or dispute charges. CONTRACTOR and CLIENT will work in good faith to resolve any such discrepancies or dispute charges within ten (10) days after notification. Should a discrepancy or disputed charge result in a partial rejection of any item(s) invoiced, CLIENT shall proceed with partial payment of the undisputed charges within Net 30 days of the date of the invoice.

(d) Bill To Address. The invoice will be mailed to:
Richland County Finance Dept.
P.O. Box 192
Columbia, SC 29204

(e) Payment Address. Payments are to be mailed to:
Tetra Tech, Inc.
P.O. Box 911642
Denver, CO 80291-1642

5. Resources to be Provided by CLIENT

(a) CLIENT shall provide, maintain and make available to CONTRACTOR, at CLIENT's expense and in a timely manner, any required resources to complete the required scope of services as CONTRACTOR may from time to time reasonably request in connection with CONTRACTOR's performance of the Services. Delays in the provision of the required resources

to complete the required scope of services may result in delays and/or additional cost in performing the Services or Delivering the Deliverables.

(b) CLIENT will designate and make available to CONTRACTOR qualified CLIENT personnel or representatives who will consult with CONTRACTOR on a regular basis in connection with the Services. CLIENT will furnish such documentation or other information as is reasonably necessary to perform the Services.

(c) CLIENT shall furnish access to CLIENT's premises, and appropriate workspace for CONTRACTOR personnel working at CLIENT's premises, as necessary for performance of those portions of the Services to be performed at CLIENT's premises.

6. Confidentiality

In the event either party determines that it is necessary to provide confidential, proprietary, or trade secret information to the other party in connection with this Agreement, such disclosure will be made only after advance written notice to the other party, and the parties have executed a mutually satisfactory Non-Disclosure Agreement. Nothing in this Agreement or in the Non-Disclosure Agreement referred to in this section shall be deemed to restrict or prohibit CONTRACTOR from providing to others services and deliverables the same as or similar to the Services and Deliverables, nor CLIENT from providing information pursuant to a Freedom of Information Act request. In providing any such similar services or deliverables to any third party, CONTRACTOR shall keep confidential any CLIENT confidential, proprietary or trade secret information which is subject to the Non-Disclosure Agreement executed pursuant to this section, in accordance with the requirements of such agreement.

7. Intellectual Property

(a) CLIENT and CONTRACTOR shall each retain ownership of, and all right, title and interest in and to, their respective, pre-existing Intellectual Property (as hereinafter defined), and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

(b) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated in any Deliverable and first created or developed by CONTRACTOR in providing the Services.

8. Taxes

Not Applicable

9. Termination

Either party may terminate this Agreement for any reason upon one hundred twenty (120) days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed prior to the effective date of termination, including without limitation commitments to purchase products or services from third parties, which were entered into by CONTRACTOR and pre-approved by CLIENT in the course of performance hereunder prior to the effective date of termination.

10. Limited Warranty

(a) CONTRACTOR warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature.

In the event of any breach of the foregoing warranty, provided CLIENT has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to CLIENT that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless CLIENT has delivered to CONTRACTOR written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

(b) CONTRACTOR specifically disclaims any other express or implied standards, guarantees, or warranties, including any warranties of merchantability, fitness for a particular purpose or non-infringement, and any warranties that may be alleged to arise as a result of custom or usage, any warranty of error-free performance, or any warranty of third party products, or functionality of the client's hardware, software, firmware, or computer systems.

(c) CLIENT represents and warrants to CONTRACTOR that CLIENT has the right to use and furnish to CONTRACTOR for CONTRACTOR's use in connection with this Agreement, any information, specifications, data or Intellectual Property that CLIENT has provided or will provide to CONTRACTOR in order for CONTRACTOR to perform the Services and to create the Deliverables identified in Exhibit A.

11. Hold Harmless

CONTRACTOR agrees to defend, indemnify, and hold harmless CLIENT from and against claims, causes of action, damages, judgments, and awards, as well as the costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the negligent or willful acts or omissions of CONTRACTOR occurring in the performance of its obligations hereunder.

12. Non-Waiver of Rights

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

13. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

14. Severability

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

15. Conflicting Provisions

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any

attachment conflicts with any provision of this Agreement, then the RFP and CONTRACTOR's Technical Response to RFP No. RC-651-P-2016 shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision therein.

16. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, CONTRACTOR may without violation of this paragraph engage the services of pre-approved by CLIENT independent contractors to assist in the performance of its duties hereunder. Such independent contractors shall meet the requirements set forth in the RFP. CONTRACTOR shall be fully responsible and accountable to the CLIENT for the negligent acts and omissions of such independent contractors, and of all persons directly or indirectly employed by them.

17. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of South Carolina, without regard to its laws relating to conflict or choice of laws.

18. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

19. Disputes

CONTRACTOR and CLIENT shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation. The parties shall be entitled to pursue any and all remedies available under South Carolina law.

20. Insurance

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

A. Commercial General Liability Insurance:

CONTRACTOR shall provide a liability policy written under Commercial General Liability form with limits of a minimum as required by law per occurrence on a location basis for each coverage and annual aggregate as required by law. The required basic coverage is for bodily injury and property damage and for personal injury. The policy shall also include:

(1) Certificate of Liability Coverage: The certificate of liability coverage shall provide evidence of the following:

a) The certificate of liability coverage shall verify compliance with the preceding requirements under "INSURANCE" and in addition it shall state bodily injury and property damage are covered and state the retroactive date for claims-made coverage. If the retroactive date has been advanced it must supply satisfactory evidence of an extended reporting period for the prior policy;

B. Automobile liability

CLIENT requires automobile liability insurance for all non-business automobile coverage written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in South Carolina shall provide coverage of at least \$25,000 per person and \$30,000 per occurrence for bodily injury and \$25,000 per occurrence for property damage or as required by current South Carolina legal requirements. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state of South Carolina sufficient to meet normal and customary claims.

C. Business Auto Coverage:

CONTRACTOR shall provide CLIENT with a business auto policy written on Business Auto Policy Coverage Form CA 00 01 that has limits required by South Carolina law per occurrence. The business liability coverage should be "Any Auto" (ISO Symbol 1). Physical damage coverage is at the option of the CONTRACTOR.

D. Workers Compensation and Employers Liability Insurance:

A workers compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable), and an employer's liability policy with limits of per accident/per disease. It shall waive subrogation against CLIENT, its officials, employees, temporary and leased workers and volunteers.

(1) Certificate of Workers Compensation and Employers Liability Insurance:

The certificate shall indicate South Carolina coverage and the limits of the employer's liability coverage. It shall affirm the policy contains a waiver of subrogation against CLIENT, its officials, employees, temporary and leased workers and volunteers. It shall provide evidence of compliance with the requirements in cancellation.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

The insurer and CONTRACTOR shall provide CLIENT thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material change in the policy.

(1) Words indicating failure to provide notice or imposition of no liability are unacceptable.

(2) Each certificate must state the insurance evidence thereon applies to work performed by or on behalf of the CONTRACTOR.

(3) Certificate Recipient: original certificates of insurance shall be sent to:

Richland County Government
Procurement and Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204-1002
Attn: Cheryl D. Patrick, Director

The Insurance Certificate should state, "The insurance evidenced hereon applies to work performed by or on behalf of Tetra Tech, Inc. for Richland County South Carolina.

21. Performance/Payment Bonds
Not Applicable

22. Force Majeure
Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics,

pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Provides, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

23. Multiple Copies or Counterparts of Agreement

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

24. Notices

All notices or other written communication required or permitted to be given under any provision of this Agreement shall be deemed to have been given by the notifying party if mailed electronically, by facsimile, hand-delivery, courier service, or certified mail, return receipt requested, to the receiving party addressed to the mailing address set forth in the first paragraph of this Agreement, or such other address as the parties may designate in writing to the other parties. Additionally, notices sent by any other means may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

25. Relationship of Parties

CONTRACTOR is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and CLIENT.

26. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

27. Waiver or Modification

This Agreement may be modified, or part or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought.

28. Entire Agreement

This Agreement, including any and all Exhibits attached hereto, which are hereby incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services or Deliverables to be provided hereunder.

29. Survival

The provisions of sections 4, 6, 7, 9, 10, 11, and 19 shall survive the termination or expiration of this Agreement.

EXHIBITS:

- A. Richland County RFP No. RC-651-P-2016 (31 pages)
- B. Tetra Tech Technical Response to RFP No. RC-651-P-2016 (176 pages)
- C. Tetra Tech Rate Schedule (8 pages)