

CONTRACT FOR *DEBRIS MONITORING*

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham (“City” or “Owner”), a N. C. municipal corporation, and Tetra Tech, Inc. “Contractor”, a corporation organized and existing under the laws of Delaware and holding a certificate of authority to do business in North Carolina.

Sec. 1. Background and Purpose. The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to support the oversight and management of the debris recovery contractors including hazardous and industrial waste materials and within the time specified in this contract.

Sec. 2. Services and Scope to be Performed. Contractor shall perform all services and scope in accordance with FEMA 321-Public Assistance Policy Digest, FEMA 322- Public Assistance Guide, FEMA 323- Public Assistance Applicant Handbook, FEMA325- Public Assistance Debris Management Guide including hazardous and industrial waste materials and within the time specified in this contract and Federal Highway Administration (FHWA).

The selected Contractor will be expected to provide disaster debris monitoring services utilizing automated debris management system (ADMS) technology.

The selected monitoring Contractor may, at the sole discretion of the City of Durham, be allowed to subcontract project monitoring; such monitoring shall include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal. The City may limit the number of subcontractor Contractors working under the prime or sub-prime contractor at its sole discretion for any reason.

The selected monitoring Contractor’s response to the recovery process must be immediate, rapid, and efficient, with acceptable cost controls and accountability procedures, and with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies.

All monitoring shall be done in compliance with FEMA and FHWA guidelines. Those monitoring efforts shall include, but not limited to:

(a) Provide assistance in updating the City’s Debris Management and Removal plan including, conducting an annual tabletop exercise (s) to determine the adequacy of the debris removal plan and debris management process.

(b) Provide training of selected City staff in essential debris monitoring and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, State and Federal Agencies.

(c) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS) located or developed throughout the City or the County if necessary as approved by the City.

(d) Provide technical assistance associated with the need to locate TDSRS. The Contractor shall obtain, on behalf of the City, all necessary Local, State, and Federal permits for any designated TDSRS or any other related debris monitoring site.

(e) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:

- Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
- Establishing the schedule for inspectors for each day.
- Preparing preliminary debris and damage assessments, identifying damaged locations and facilities,

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providing accurate debris quantities, documenting eligible costs, and describing the physical and financial impact of the disaster.

- Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
- Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
- Determining truck assignments and providing necessary truck/equipment certifications and vehicle decals or placards for ease of identification and tracking.
- Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractor shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims.
- Conducting end of day duties, such as verifying all trucks have left the disposal site, and addressing daily safety reports and corrective action recommendations. Locking down of the facility should one be located within the City.
- Conducting safety inspections and ensuring compliance with all O.S.H.A. standards.
- Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps, hangers, leaners, and the management of root balls and associated cavities, hazardous trees, C&D debris, or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.
- Preparing and recording on a map the streets where debris was collected.
- Performing other duties as directed by the designated City personnel.

(f) The Contractor will collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites. The Contractor shall use Global Positioning System (GPS) and Geographic Information System (GIS) technology to obtain, map and provide location/reference data necessary to meet Federal and State funding/reimbursement requirements.

(g) The Contractor will conduct ongoing environmental data collection per Local, State and Federal requirements for any designated emergency debris monitoring sites.

(h) The Contractor will provide all technical, clerical, and information technology to complete any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of North Carolina, and the Federal Highway Administration, and the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.

(i) The Contractor will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Contractor.

(j) Though the contract will not be contingent upon Federal reimbursement, the Contractor, at all times during the term of the Agreement, shall meet all Federal requirements so as not to preclude the City from receiving potential Federal funding/reimbursement should it become available. Such requirements shall include, but not limited to, prevailing wage requirements, requirements related to the percentage of work performed by Contractor's staff, M/WBE requirements, etc.

(k) The Contractor shall maintain a record keeping and monitoring system compliant with FEMA rules, regulations, and requirements.

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(l) The Contractor shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for a monitoring center.

(m) The Contractor shall maintain digital photo documentation of recovery work on a weekly basis and provide aerial photographs on a monthly basis from beginning to end.

(n) The Contractor shall provide a final debris removal and disaster recovery report to the City, within thirty (30) days of the completion of operations, including, but not limited to, the following information:

- Recommendations for future disaster response strategies, including a proposed mitigation strategy to reduce the City's exposure to and expenses arising from future natural disaster related damages.
- Copies of manifests, permits, certificates, and related documents.
- Log books and all other data obtained during the course of the disaster recovery operation.

Additional Services

The City also reserves the right to request a proposal from the selected Contractor to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

The selected Contractor may also be tasked to review the City's existing Comprehensive Emergency Management Plan and make suggestions as may be necessary to improve the overall emergency management operation in accordance with Federal, State, and local standards and regulations.

Contracted services will only be performed after the delivery, to the **Contractor**, an Approved Work Authorization and a Notice-to-Proceed by the City.

Sec. 3. [*Intentionally omitted*]

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The invoiced amounts shall comply with the following requirements and restrictions:

1. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproductions, overhead, profits, and any other expenses necessary to the execution of this contract.
2. Billable time shall include hours when debris-hauling trucks are in operation as well as reasonable start-up and close of day actions, Billable time shall be supported with daily timesheets or other documentation processes as approved in writing by the City.
3. All load tickets; forms, reports, and other deliverables shall be accurately and correctly submitted. In some instances, Contractor may be required by the City or appropriate regulatory agencies to modify such documents as a result of policy, procedures, or process changes. The Contractor shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable resulted from the sole error, negligence, or willful misconduct of the contractor.

Invoices will be processed for payment only after approval by the City. The contractor shall be responsible for reviewing the Debris Contract Manager's deliverables and invoices and certifying their consistency with Contractor's deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent by the City of Durham's Debris Program Manager. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The contractor shall be

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compensated for the Work performed in an amount not to exceed \$1,071,120.00

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

Sec. 7. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Public Works, Lorie F. Fillyaw
101 City Hall Plaza, 3rd Floor
Durham, NC 27701

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and

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remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section. [

Sec. 9. Exhibits. Exhibit A Contractor Unit Price Schedule List containing 1 page(s). In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Department of Public Works, Marvin Williams Director
City of Durham
101 City Hall Plaza, 3rd Floor
Durham, NC 27701-3329
The fax number is (919) 560-4316
Email: marvin.williams@durhamnc.gov

To the Contractor:

Tetra Tech
Attention: Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Email: betty.kamara@tetrattech.com

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d)

Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions.

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the City of Durham; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

Sec. 15. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal

court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, Contractors, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the

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City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(I) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

By: _____

preaudit certificate, if applicable _____

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TETRA TECH, INC.

By: _____ (SEAL)

Title of Officer: _____

State of _____

ACKNOWLEDGMENT BY TETRA TECH, INC.

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is [*strike through the inapplicable:*] chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of TETRA TECH, INC., a foreign corporation with a certificate of authority to do business in North Carolina, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20__