

Metropolitan Development and Housing Agency

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THIS CONTRACT AMENDMENT 2 is made this 28th Day of February, 2023 (“Effective Date”) by and between Tetra Tech, Inc., a corporation doing business under the laws of the State of Tennessee hereinafter called the “Contractor”, and the **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, Nashville, Tennessee, a public body and a body corporate and politic, created under the provisions of the Housing Authorities Law, of the State of Tennessee, hereinafter called the “Metropolitan Development and Housing Agency”, or “MDHA”.

RECITALS

MDHA and Contractor entered into this Contract on the 1st day of October, 2022.

WITNESSETH, that the Contractor and MDHA mutually desire to amend the Contract as follows:

ARTICLE 2. THE CONTRACT PRICE:

MDHA shall pay the Contractor for the performance of the Contract, in current funds, the sum of **\$78,180.00**, which includes an addition of \$14,790 for Task 2 that is incorporated with this amendment.

ARTICLE 4. THE CONTRACTING TIME:

Time for completion of tasks and final billing and closeout shall occur no later than April 30, 2023.

ARTICLE 11. CONTRACT DOCUMENTS:

Task order 2 is added as a component and is attached and made a part of this contract.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year of final signature.

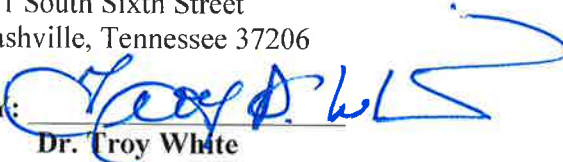
TETRA TECH, INC.
2301 Lucien Way, Ste, 120
Maitland, FL 32751

BY: 
Jonathan Burgiel

TITLE: Business Unit President

DATE: 03/31/2023

**METROPOLITAN DEVELOPMENT
AND HOUSING AGENCY**
701 South Sixth Street
Nashville, Tennessee 37206

BY: 
Dr. Troy White

TITLE: Executive Director

DATE: 3/31/2023

**Metropolitan Development and Housing Agency (MDHA)
TETRA TECH, INC. (Contractor)**

TASK ORDER NO. 2 Metropolitan Development and Housing Agency Contract

PROJECT NAME: Implementation Plan for the CDBG-DR Action Plan for Metropolitan Nashville and Davidson County, TN

ESTIMATED PROJECT TERM AND PERIOD OF PERFORMANCE: March 20, 2023 to April 17, 2023

PROJECT SCOPE OF SERVICES:

The MDHA and Contractor agree that Contractor will provide the services described below, except for additional task(s) which must be mutually agreed upon by Contractor and MDHA and set forth in an additional Task Order.

Task 1 – CDBG-DR Implementation Plan (Weeks 1-4)

- A. Develop an Implementation Plan in accordance with requirements of FR 31636.
- B. Gather data for the Implementation Plan through meetings, interviews, calls and correspondence with stakeholders.
- C. The Implementation Plan will include analysis of capacity assessment, staffing, and internal and interagency coordination.
- D. MDHA will assist with the data gathering, organizational information gathering, and fact finding.
- E. MDHA and Contractor will coordinate efforts and review work product so that the Implementation Plan is an accurate reflection of MDHA staffing and processes.

All tasks and actions not enumerated within this task order, whether written in the original RFA, proposed within the Contractor's proposal for the relevant RFA, or otherwise, are not included and/or contemplated by this task order. Any capacity assessment or other needs requested by MDHA to Contractor must be mutually agreed upon in writing within a new task order between the parties.

ESTIMATED PROJECT COST:

The proposed estimated budget of **\$14,970.00** is based on Contractor's current understanding of the project requirements and best estimates of the level of effort required to perform the basic services and may be subject to change upon agreement between the MDHA and Contractor. The fee for the services rendered will be based on the actual hours of services furnished multiplied by Contractor's hourly rates. Table 1 below outlines the anticipated staff positions and level of effort.

Table 1 – Estimated Cost Breakdown by Labor Category [1][2]

| Labor Category | Hourly Rate | Estimated Hours | Estimated Total |
|------------------------|--------------------|------------------------|------------------------|
| Project Manager | \$210.00 | 19 | \$3,990.00 |
| Senior Planner | \$195.00 | 47 | \$9,165.00 |
| Planner | \$165.00 | 11 | \$1,815.00 |
| Estimated Total | | | \$14,970.00 |

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for the services will be based on the actual hours of services furnished multiplied by Contractor's hourly rates.

[2] Contractor may take the following actions, in its discretion, (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one deliverable and more hours within another deliverable.

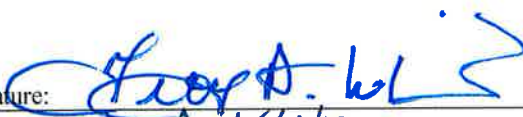
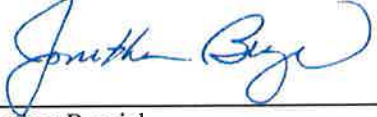
ASSUMPTIONS

This project is based on the following key assumptions and constraints. Deviations that arise during the project will be managed through a standard change control process.

- A. **Project Sponsor(s).** MDHA will assign a primary point of contact to serve as a project sponsor and address administrative and functional issues.
- B. **Confidentiality Policies.** Contractor shall use only pre-approved, designated personnel who have signed non-disclosure or confidentiality statements, if required. *Contractor* will follow its documented internal procedures and protocols to protect confidential materials obtained from MDHA. *Contractor* established these internal procedures to meet requirements by federal, state, and local governments to ensure protection of critical infrastructure data.
- C. **Access to Materials.** All documentation that is deemed pertinent to the development of the Action Plan should be made available to the project team for review in electronic format upon request. These materials may include but are not limited to existing emergency operations plans, including all annexes and appendices, standard operating procedures, after action reports from exercises or incidents, operating policies/procedures, system documentation, contracts, purchasing-related documents, and network diagrams.
- D. **Access to Organization Personnel.** Availability of MDHA representatives is critical to obtaining the information required for the overall success of this project. Information presented by subject matter experts will be relied upon and accepted as factual. No further confirmation will be made.
- E. **Deliverables.** *Contractor* will provide draft interim deliverables in electronic format on a Microsoft SharePoint team site or via e-mail.
- F. **Work Location.** The *Contractor* team will perform work off-site at *Contractor* offices with all meetings expected to occur virtually, with the exception of one (1) public hearing that will be held in-person.
- G. **Acceptance of Deliverables.** Draft deliverables will be submitted electronically. The MDHA's comments must be provided within ten (10) calendar days. Upon incorporation of revisions to the draft deliverables and one final resubmission to the MDHA, the deliverables will be considered accepted.
- H. **Payment Plan Based on Time and Materials Expended.** MDHA will pay *Contractor* on a time and materials basis for labor expended and costs and expenses incurred. *Contractor* shall provide MDHA an invoice monthly for services performed. Invoice payment terms are net 30 days.
- I. **Additional Scope and Requests for Additional Assistance.** *Contractor* will work with MDHA to determine costs for additional scope items requested in writing, as mutually agreed upon, which shall be memorialized in a written task order.
- J.
- K. **HUD Requests.** *Contractor* will provide one draft Action Plan to MDHA for review prior to submitting it to HUD. *Contractor* will incorporate any edits and revisions requested in writing by MDHA, after the initial review before the plan is finalized for submission to HUD. If additional revisions are required after HUD review, based on the level of effort required, *Contractor* and MDHA will mutually agree on a new/revised scope of work and cost, and the timeline for revisions will be mutually agreed upon. An extension and associated project cost increase will be requested.
- L. **Correspondence Timeline.** Requests made by *Contractor* for MDHA- information necessary to complete the Action Plan will be provided in a mutually agreed upon timeline. If requests are not fulfilled within the agreed upon timeframe, an extension and associated project cost increase will be requested.
- M. **HUD Program Requirements.** *Contractor's* scope and estimated costs are based on providing services to meet the current requirements published in the Federal Register Notice (FR) for the tasks in the scope of work. To the extent changes are made to the FR, such changes may result in an increase or decrease to the level of effort required and associated project cost. To the extent such changes occur, *Contractor* and MDHA will mutually agree on a new/revised scope of work and cost if required.
- N.
- O. **Staffing.** The staff provided are based on *Contractor's* current understanding of the project requirements and best estimates of level of effort required to perform the services and may be subject to change upon agreement between MDHA and *Contractor*.
- P. **Period of Performance.** The assumed project period of performance is March 20, 2023 to April 17, 2023. The period of performance may be extended upon approval by both parties. To the extent the period of performance is required to be extended due to reasons beyond the Contractor Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.

APPROVAL OF TASK ORDER

Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to this Agreement.

| Metropolitan Development and Housing Agency (MDHA) | Tetra Tech, Inc. (Contractor) |
|--|---|
| Signature:  | Signature:  |
| Name: <u>Troy D. White</u> | Name: Jonathan Burgiel |
| Title: <u>Executive Director</u> | Title: Business Unit President |
| Date: <u>3/31/2023</u> | Date: 03/31/2023 |