

STATE OF TEXAS

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## SECOND AMENDMENT TO

This SECOND AMENDMENT to the Agreement for Professional Disaster Recovery Coordination Services 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 “Contractor”), a company authorized to conduct business in the State of Texas.

## RECITALS

WHEREAS, on or about June 17, 2016 the Parties entered into the Agreement for Professional Disaster Recovery Coordination Services, (hereinafter "Agreement"); as amended by document dated August 3, 2016 (hereinafter "Amendment"); and

WHEREAS, the Parties desire to further amend the Agreement to include additional services and extend the term; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

1. County shall pay Contractor an additional nineteen thousand three hundred sixty-nine dollars and no/100 (\$19,369.00) for the additional services to be rendered under the Agreement as described in Exhibit "A" attached hereto and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed three hundred ninety-six thousand seventy-eight dollars and no/100 (\$396,078.00), authorized as follows:  
  
\$227,902.00 under the Agreement;  
  
\$148,807.00 under the First Amendment; and  
  
\$19,369.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without further Amendment executed by the parties.
4. The Time for Performance for all Services under the Agreement shall be extended to end no later than December 31, 2016. Contractor shall complete all Services within this time or within such additional time as may be extended by the County.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

IN TESTIMONY OF WHICH, THIS SECOND AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

TETRA TECH, INC.

\_\_\_\_\_  
Robert E. Hebert  
County Judge/Emergency Management Director

\_\_\_\_\_  
Jonathan Burgiel  
Vice President/Operations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Jeff Braun, Emergency Management Coordinator  
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

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# EXHIBIT A

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## Amendment #2 Request Response

# Proposal to Fort Bend County, Texas for the Identification of Flood Impacted Structures

***Submitted to:***

Mr. Richard Stolleis  
Fort Bend County  
301 Jackson St  
Richmond, TX 77469

***Submitted by:***

**Technical representative:**

**Mr. John Buri**  
2901 Wilcrest Drive, Suite 400  
Houston, TX 77042  
Phone: (713) 737-5763  
Fax: (321) 441-8501  
E-mail: [john.buri@TetraTech.com](mailto:john.buri@TetraTech.com)

**Contractual representative:**

**Ms. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Phone: (321) 441-8518  
Fax: (321) 441-8501  
E-mail: [betty.kamara@tetrattech.com](mailto:betty.kamara@tetrattech.com)



### A. Introduction

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Fort Bend County (County) is one of several Counties within the State of Texas recently impacted by severe storms and flooding in April and May of 2016. This flooding led to the declarations of federal disaster number FEMA DR-4269 and DR-4272.

As a result of this disaster, Fort Bend County (County) is seeking staff from Tetra Tech to provide technical assistance in identifying what portion of the estimated 13,000 parcels in the Special Flood Hazard Area (SFHA or Floodplain) that may have properties that may need to be inspected and identified as substantially damaged (SubDam) due to the flood.

### B. Scope of Work

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#### Identification of Flood Impacted Structures

Tetra Tech will conduct a desktop review of the structures within the Special Flood Hazard Area (SFHA) that were impacted by the flood. The results of this analysis will provide the County with an estimated number of structures that may need to be deemed as substantially damaged<sup>1</sup>.

#### Task 1 – Complete Asset Inventory and Terrain Model

Tetra Tech will gather, compile, and review existing available data for all properties in the areas mapped and regulated as floodplain within the County (project area) including the following:

- Available floodplain parcel data collected by the County
- Available LiDAR based Digital Elevation Map (DEM), topographic mapping, photogrammetry, and/or GIS data collected by FEMA, USGS and other parties;
- Available maps at the height of the flood

#### Task 2 – Establish Flood Water Elevation

Tetra Tech will utilize data provided by Fort Bend County to establish high water marks from the recent flooding. These results will establish a flood depth grid of the project area to support further analysis.

#### Task 3 – Utilize HAZUS to Screen and Identify Potentially Substantially Damaged Properties in Project Area

With Tasks 1 and 2 complete for the project area, Tetra Tech will run the FEMA HAZUS-MH model using depth damage curve and the a model will produce a list of properties in the project area that the County should target for a detailed inspection for substantial damage. The properties that have already been evaluated for to be substantially or non-substantially damaged by the County will noted for subtraction from the list of properties to be targeted.

#### Task 4 – Support Evaluation and Implementation of Additional SDEs

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<sup>1</sup> Substantially Damage is defined if the damage from the flood exceeds 50 percent of the home's pre-flood appraised value.

Tetra Tech will provide support to the County with technical assistance and implementation support to the County to assist with analysis of the additional properties identified by the HAZUS model and work to complete the inspections of and notification to properties that were substantially damaged in the April and May 2016 flood.

## C. Project Cost

The proposed estimated budget is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between Fort Bend County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech. Exhibit 1 below shows the estimated cost breakdown by Labor Category.

**Exhibit 1: Estimated Cost Breakdown by Labor Category**

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Program Manager	\$175.00	13	\$2,275.00
Senior Planner	\$145.00	40	\$5,800.00
Analyst II	\$125.00	80	\$5,000.00
Analytical Aide	\$75.00	40	\$6,000.00
Estimated Expenses			\$294.00
<b>Estimated Total Not-to-Exceed</b>			<b>\$19,369.00</b>

## D. Project Schedule

The Task Order shall be valid from November 22, 2016 to December 31, 2016 or until the budget estimate above is reached, whichever comes first. An extension to the TO may be granted if agreed to by Fort Bend County and Tetra Tech.

## E. Assumptions

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within three business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.

## Proposal Amendment #2

November 2, 2016



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- **Proposal.** This proposal is based on our current understanding of the project and revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal should be part of the awarded contract/purchase order by reference or incorporated as an exhibit.
  - **Remote Assistance.** Tetra Tech shall complete the analysis remotely, with the exception of field site visits.

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## FIRST AMENDMENT TO

This FIRST AMENDMENT of the AGREEMENT FOR PROFESSIONAL DISASTER RECOVERY COORDINATION SERVICES 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 "Contractor"), a company authorized to conduct business in the State of Texas.

## RECITALS

WHEREAS, on or about June 17, 2016 the Parties entered into the AGREEMENT FOR PROFESSIONAL DISASTER RECOVERY COORDINATION SERVICES attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement to include additional services; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

## I. Amendments

**Section One, Scope of Services is amended as follows:**

Contractor shall render Services to County in accordance with the Proposal dated June 16, 2016, attached hereto as Exhibit A and incorporated herein for all purposes. Contractor shall also render Services to County in accordance with the Proposal dated August 1, 2016, attached hereto as Exhibit B and incorporated herein for all purposes.

**Section Three, Compensation and Payment is amended as follows:**

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A and Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services as described in both Exhibit A and Exhibit B is three hundred and seventy-six thousand, seven hundred and nine dollars and 00/100 (\$376,709.00), which includes direct project related expenses reimbursed to Contractor in accordance with the Master Services Agreement procured under the Houston-Galveston Area Council Bid No. HP07-16 for All Hazard Preparedness,

Planning, Consulting & Recovery Services. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

**Section Four, Limit of Appropriation is amended as follows:**

- A. Contractor 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 of three hundred and seventy-six thousand, seven hundred and nine dollars and 00/100 (\$376,709.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed three hundred and seventy-six thousand, seven hundred and nine dollars and 00/100 (\$376,709.00).

**Section Five, Time of Performance, is amended as follows:**

- A. The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than July 14, 2016 for Exhibit A, Task 1, August 19, 2016 for Exhibit A, Task 2 and October 31, 2016 for Exhibit B, Tasks 3-6. Contractor shall complete the Tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

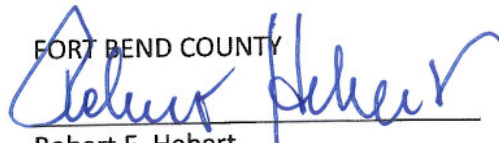
**Section Sixteen, Performance Warranty, is amended as follows:**

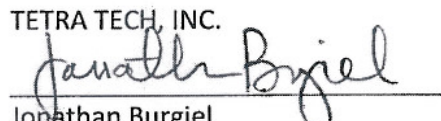
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A and Exhibit B.
- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.



III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY  
  
Robert E. Hebert  
County Judge/Emergency Management Director

TETRA TECH, INC.  
  
Jonathan Burgiel  
Vice President/Operations Manager

August 3, 2016  
Date


August 2, 2016  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:


  
Jeff Braun, Emergency Management Coordinator  
Fort Bend County Emergency Management

APPROVED AS TO LEGAL FORM:

  
Michelle T. Rangel  
Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 376,702.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

**ATTACHMENTS:**

**EXHIBIT ONE: AGREEMENT FOR PROFESSIONAL DISASTER RECOVERY COORDINATION SERVICES  
EXECUTED ON OR ABOUT JUNE 17, 2016**

**EXHIBIT B: SCOPE OF SERVICES DATED AUGUST 1, 2016**

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EXHIBIT ONE:  
AGREEMENT FOR PROFESSIONAL DISASTER RECOVERY  
COORDINATION SERVICES EXECUTED  
ON OR ABOUT JUNE 17, 2016



STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL DISASTER RECOVERY COORDINATION SERVICES  
(EMERGENCY SERVICES UNDER DISASTER DECLARATION)**

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 "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, the County is among a number of Texas counties included in disaster declarations issued by the Honorable Greg Abbott certifying that the severe weather and flooding events caused a disaster; and

WHEREAS, on the 28<sup>th</sup> day of May, 2016, the County Judge issued a proclamation declaring a local state of disaster for the County, which was subsequently extended by the Commissioners Court of the County; and

WHEREAS, under Section 418.1015 of the Texas Government Code, the County Judge is designated as the Emergency Management Director and may exercise the powers granted to the governor under Chapter 418 on an appropriate local scale; and

WHEREAS, under such authority, the County Judge, as Emergency Management Director, may use all available local government resources to respond to the disaster and temporarily suspend statutes and rules, including those relating to purchasing and contracting, if compliance would hinder or delay actions necessary to cope with a disaster; and

WHEREAS, County desires that Contractor provide certain Substantial Damage Estimation Staff Augmentation and Floodplain Coordinator Support services to assist County staff with disaster recovery coordination (hereinafter "Services"); and

WHEREAS, the County Judge finds the Services to be provided under this Agreement are necessary to address the current disaster and any statute and/or rules that would hinder or delay such Services should be temporarily suspended.

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

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County in accordance with the Proposal dated June 16, 2016, attached hereto as Exhibit A and incorporated herein for all purposes.

## **Section 2. Personnel**

- A. Contractor 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 Contractor 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 Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is two hundred twenty-seven thousand nine hundred two dollars and 00/100 (\$227,902.00), which includes direct project related expenses reimbursed to Contractor in accordance with the Master Services Agreement procured under the Houston-Galveston Area Council Bid No. HP07-16 for All Hazard Preparedness, Planning, Consulting & Recovery Services. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor 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 Emergency Management Director, which is the County Judge.
- C. County will pay Contractor based on the following procedures: County will be invoiced monthly for labor expended and expenses incurred in the prior calendar month. Contractor shall submit to Emergency Management Coordinator one (1) electronic (pdf) and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices for acceptance within fifteen (15) calendar days of the date of the invoice to which County shall immediately notify Contractor of any invoice discrepancies. Contractor and County will work in good faith to resolve any discrepancies within fifteen (15) calendar days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, County shall forward partial request 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.

## **Section 4. Limit of Appropriation**

- A. Contractor 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 of two hundred twenty-seven thousand nine hundred two dollars and 00/100 (\$227,902.00) specifically allocated to fully discharge any and all liabilities County may incur.



- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred twenty-seven thousand nine hundred two dollars and 00/100 (\$227,902.00).

#### **Section 5. Time of Performance**

- A. The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than August 20, 2016. Contractor shall complete the Tasks described in the Scope of Services in accordance with the Estimated Project Schedule in Exhibit A or within such additional time as may be extended by the County.

#### **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. Termination for Convenience: County may terminate this Agreement at any time upon forty-eight (48) hours written notice.
- B. Termination for Default
1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor 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 Contractor 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 Contractor 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.

- C. Upon termination of this Agreement, County shall compensate Contractor 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. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. 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 Contractor.

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor 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. Contractor shall promptly furnish all such data and material to County on request.

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

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor 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, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) 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 Contractor 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, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement 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 Agreement is completed.
- D. Contractor shall not commence any portion of the work under this Agreement 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 Contractor.

#### **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.**

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

- A. Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor 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. Contractor 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. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor 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 Contractor**

- A. In the performance of work or services hereunder, Contractor 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. Contractor 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 Emergency Management  
Attn: Emergency Management Coordinator  
307 Fort Street  
Richmond, TX 77469-7728

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

Contractor: Tetra Tech, Inc.  
Attn: Betty Kamara, Contracts Administrator  
2301 Lucien Way, Suite 120  
Maitland, Florida 32751

- 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**

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor 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. Contractor 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 Contractor 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 Contractor 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. 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 24. Conflict**

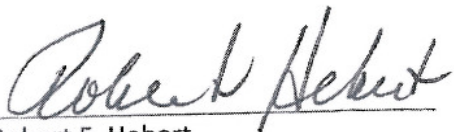
In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

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 17 day of June 2016, 2016.

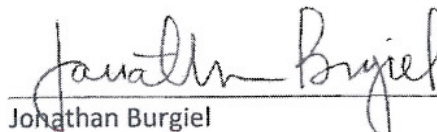
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY

TETRA TECH, INC.



Robert E. Hebert  
County Judge/Emergency Management Director



Jonathan Burgiel  
Vice President/Operations Manager

June 17, 2016  
Date

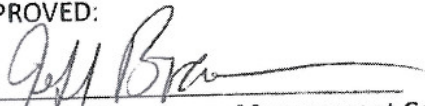
June 17, 2016  
Date

ATTEST:



Laura Richard, County Clerk

APPROVED:



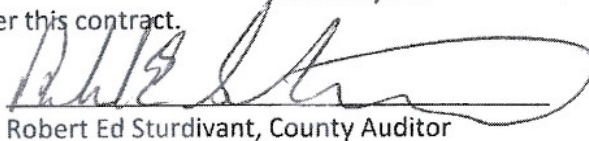
Jeff Braun, Emergency Management Coordinator  
Fort Bend County Emergency Management

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 \$ 227,902.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

i:\Marcus\Agreements\OEM\Agreement - Disaster Recovery Coordination Svcs.v2.Redline.docx

Exhibit A: Scope of Services

FORT BEND COUNTY

TETRA TECH, INC.

\_\_\_\_\_  
Robert E. Hebert  
County Judge/Emergency Management Director

\_\_\_\_\_  
Jonathan Burgiel  
Vice President/Operations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
June 17, 2016

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Jeff Braun, Emergency Management Coordinator  
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\Agreement - Disaster Recovery Coordination Svcs.v2.Redline.docx

Exhibit A: Scope of Services

# EXHIBIT A

**Proposal**

June 16, 2016 v2



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**Proposal to Fort Bend County, Texas for Substantial Damage  
Estimation Staff Augmentation and Assistant Floodplain  
Manager**

***Submitted to:***

Mr. Jeff Braun  
Emergency Management Director  
307 Fort Street  
Richmond, TX 77469-7728  
POC Email: [Jeff.Braun@fortbendcountytexas.gov](mailto:Jeff.Braun@fortbendcountytexas.gov)

***Submitted by:***

**Technical representative:**

**Mr. John Buri**  
2901 Wilcrest Drive, Suite 400  
Houston, TX 77042  
Phone: (713) 737-5763  
Fax: (321) 441-8501  
E-mail: [john.buri@TetraTech.com](mailto:john.buri@TetraTech.com)

**Contractual representative:**

**Ms. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Phone: (321) 441-8518  
Fax: (321) 441-8501  
E-mail: [betty.kamara@TetraTech.com](mailto:betty.kamara@TetraTech.com)



## A. Introduction

Fort Bend County (County) is one of several Counties within the State of Texas recently impacted by severe storms and flooding which began in April of 2016. As a result, the County is seeking staff from Tetra Tech to temporarily serve as an extension of County staff to assist with recovery coordination.

## B. Scope of Work

### TASK 1. SUBSTANTIAL DAMAGE ESTIMATION STAFF AUGMENTATION

1. Tetra Tech will provide the County with a dedicated team to support the inspection of 529 flood damaged properties within the special flood hazard area (SFHA) throughout the County over a period of 18 calendar days and 14 working days. The substantial damage estimation (SDE) team will be primarily comprised of one (1) project manager and seven (7) assessors. Tetra Tech has received a list 529 properties from the County it is to inspect over a maximum 18 day period of performance (June 21, 2016 to July 8, 2016) in the field.
2. For those properties located in the SFHA, Tetra Tech will use the FEMA Substantial Damage Estimation tool, to provide recommendations to the County as to which properties are substantially damaged. The County will review Tetra Tech's recommendations and issue substantial damage determinations to property owners accordingly.
3. If during a site visit a property/homeowner or renter does not allow a Tetra Tech representative onto the property or is not at the property, our staff will note it on the SDE report. Our staff will also delivery the SDE inspection letter and a phone number to reschedule. We will reschedule a site visit during the next two business days.
4. Tetra Tech will issue a daily report the following morning detailing the previous days progress. This will be distributed to County staff. This report will also contain a summary of issues encountered in the field from the previous day. The Tetra Tech supervisor will review this with the County's point of contact.
5. Following the substantial completion of field operations and delivery of a draft SDE report to the County, our team will schedule a meeting with County staff to discuss the report. The report will detail inspected properties and those properties that remain outstanding. During this meeting we will discuss next steps for the County as they finalize the report.

#### Task 1 Deliverables:

- Daily Progress Reports
- Findings on each property assigned to Tetra Tech by the County for inspection.
- List of properties located in the floodplain recommended for Substantial Damage Determination.

### TASK 2. PROVIDE AN ASSISTANT FLOODPLAIN COORDINATOR

1. Tetra Tech shall provide the county with a dedicated Assistant Floodplain Coordinator to: (1) Provide support to the Floodplain Coordinator to address questions from residents regarding

## Proposal

June 16, 2016 v2



the recent Severe Storm and Flooding, and (2) Provide technical assistance on the FEMA 404 HMGP Program.

2. Tetra Tech will provide a qualified person full-time over an initial period of performance of 60 days (June 20, 2016 to August 20, 2016) for the execution of this task. With prior coordination with the county's Floodplain Coordinator, this person will be allowed to attend to work related to pre-existing projects, and to attend selected conferences on behalf of Tetra Tech. This person, with prior coordination from the county's Floodplain Coordinator, will support the County with a combination of on-site and remote work. The County will only be responsible for time and expenses associated with work this person does for the County.

### Task 2 Deliverables:

- Assist the County in its floodplain management recovery strategy and other tasks as may be assigned by the County's Floodplain Coordinator.

## C. Project Schedule

Tetra Tech anticipates a period of performance of approximately two months with an anticipated start date of June 20, 2016 and an end date of August 20, 2016.

Table 1: Estimated Project Schedule

Tasks	Estimated Timeline
Task 1 – Substantial Damage Determination Staff Augmentation	June 20, 2016 – July 15, 2016
Task 2 – Provide and Assistant Floodplain Manager (60 days)	June 20, 2016 – August 20, 2016

Table 2: Deliverables Following Field Operations

Deliverable/Milestone	Assignment	Estimated Timeline
Draft SDE Report	Tetra Tech	July 12
Meet with County to Discuss SDE Report	Tetra Tech/County	Week of July 12
Revisit Remaining Properties	Tetra Tech	Week of July 12
Finalize SDE Report	County	Week of July 18

Table 3: Project Schedule Calendar for Task 1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	June 20 <i>NTP/Mobilize</i>	June 21 <i>Inspections</i>	June 22 <i>Inspections</i>	June 23 <i>Inspections</i>	June 24 <i>Inspections</i>	June 25 <i>Inspections</i>
June 26 <i>No Work</i>	June 27 <i>Inspections</i>	June 28 <i>Inspections</i>	June 29 <i>Inspections</i>	June 30 <i>Inspections</i>	July 1 <i>Inspections</i>	July 2 <i>No Work</i>
July 3 <i>No Work</i>	July 4 <i>No Work</i>	July 5 <i>Inspections</i>	July 6 <i>Inspections</i>	July 7 <i>Inspections</i>	July 8 <i>Inspections</i>	July 9 <i>No Work</i>



## D. Project Cost

The cost is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech in accordance with the Master Services Agreement procured under the Houston-Galveston Area Council Bid No. HP07-16 for All Hazards Preparedness, Planning, Consulting & Recovery Services. Table 4 below shows the estimated cost breakdown by task.

**Table 4: Estimated Cost by Task**  
(Includes labor and expenses)

Tasks	Estimated Cost
Task 1 – Substantial Damage Determination Staff Augmentation (20 days)	\$176,398
Task 2 – Provide and Assistant Floodplain Manager (60 days)	\$51,504
<b>TOTAL</b>	<b>\$227,902</b>

**Table 5: Hourly Labor Rates**

Labor Category	Hourly Labor Rates
Senior Program Manager	\$175.00
Supervising Consultant	\$158.00
Consultant	\$135.00
Consultant	\$125.00
Assessor	\$100.00
Administrative Specialist	\$64.00

Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at [www.gsa.gov](http://www.gsa.gov) (3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and County shall be invoiced at cost without mark-up.

### Assumptions

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

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format upon request.



## Proposal

June 16, 2016 v2



- **Access to Key Personnel.** Availability of the County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** The County will provide meeting room space and office space to conduct on-site work.
- **Acceptance of Deliverables.** Deliverables will be submitted to the County in draft format. The County's comments must be provided within seven (7) calendar days.
- **Availability of Property Owner/Renter:** Tetra Tech assumes the general availability of a property owner at the time of an inspection. Tetra Tech has built into the timeline an additional 157 visits to the property, or a 20% contingency for a re-visit.
- **Rescheduling:** A property owner will be given 2 days to respond to the notification letter, if a property owner does not respond within that period, Tetra Tech does not guarantee that this property will be visited over the 18 field inspection days.
- **Additional Properties:** Tetra Tech cannot guarantee that additional properties presented by the County will be completed during the 18 days of field inspections.
- **Additional Inspections:** Tetra Tech anticipates that some (less than 20%) of the properties will require secondary visits. If after a secondary site visit the property owner is unwilling or unavailable, Tetra Tech cannot guarantee this will be completed during the 18 days of field operations. Tetra Tech will work with the County to develop a solution, if this scenario arises.
- **Substantial Completion of Field Activities:** Tetra Tech will be substantially complete with field activities by July 8, or 18 calendar days. Should a less than 5% of the residents remain, we are prepared to conduct remaining site visits during the week of July 12.
- **Daily Reporting:** Tetra Tech will provide a daily report to the County documenting our progress.
- **Sundays and the July Fourth Weekend:** Tetra Tech has No Field Work days on Sundays or the July fourth weekend due to our belief that many residents will be unavailable due to worship services, family commitments and holiday activities.
- **Remote Assistance.** Tetra Tech shall complete the majority of the documentation review and organization and reporting remotely.
- **Technical Assistance Deliverables.** Reports, letters, memos, etc. prepared under this Task Order shall be on County letterhead with final approval by the County. Day-to-day direction shall be provided by the County.

**EXHIBIT B:**  
**SCOPE OF SERVICES**  
**DATED AUGUST 1, 2016**

---

**Amendment #1 Request Response**  
**Proposal to Fort Bend County, Texas for Substantial Damage**  
**Estimation Staff Augmentation and Assistant Floodplain**  
**Manager**

***Submitted to:***

Mr. Jeff Braun  
Emergency Management Director  
307 Fort Street  
Richmond, TX 77469-7728  
POC Email: [Jeff.Braun@fortbendcountytexas.gov](mailto:Jeff.Braun@fortbendcountytexas.gov)

***Submitted by:***

**Technical representative:**

**Mr. John Buri**  
2901 Wilcrest Drive, Suite 400  
Houston, TX 77042  
Phone: (713) 737-5763  
Fax: (321) 441-8501  
E-mail: [john.buri@TetraTech.com](mailto:john.buri@TetraTech.com)

**Contractual representative:**

**Ms. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Phone: (321) 441-8518  
Fax: (321) 441-8501  
E-mail: [betty.kamara@TetraTech.com](mailto:betty.kamara@TetraTech.com)

## **A. Introduction**

Fort Bend County (County) is one of several Counties within the State of Texas recently impacted by severe storms and flooding which began in April of 2016. As a result, the County is seeking staff from Tetra Tech to temporarily serve as an extension of County staff to assist with recovery coordination.

Based on the completion of our work under the original proposal dated June 16, 2016, Tetra Tech has revised the Scope of Work to include additional tasks to be executed through September 30, 2016.

## **B. Scope of Work**

### **TASK 1. SUBSTANTIAL DAMAGE ESTIMATION STAFF AUGMENTATION**

#### **TASK 1 IS COMPLETE.**

1. Tetra Tech will provide the County with a dedicated team to support the inspection of approximately 500 flood damaged properties throughout the County for a period of 20 days. The team will be primarily comprised of one (1) project manager and seven (7) assessors. The County will provide Tetra Tech with the list of properties it is to inspect over a maximum 20 day period of performance (June 20, 2016 to July 15, 2016).
2. For those properties located in the flood plain, Tetra Tech will use the FEMA Substantial Damage Estimation tool, to provide recommendations to the County as to which properties are substantially damaged. The County will review Tetra Tech's recommendations and issue substantial damage determinations to property owners accordingly.

#### **Task 1 Deliverables:**

- Findings on each property assigned to Tetra Tech by the County for inspection.
- List of properties located in the floodplain recommended for Substantial Damage Determination.

### **TASK 2. PROVIDE AN ASSISTANT FLOODPLAIN COORDINATOR**

#### **TASK 2 IS COMPLETE.**

1. Tetra Tech shall provide the county with a dedicated Assistant Floodplain Coordinator to: (1) Provide support to the Floodplain Coordinator to address questions from residents regarding the recent Severe Storm and Flooding, and (2) Provide technical assistance on the FEMA 404 HMGP Program.
2. Tetra Tech will provide a qualified person full-time over an initial period of performance of 60 days (June 20, 2016 to August 20, 2016) for the execution of this task. With prior coordination with the County's Floodplain Coordinator, this person will be allowed to attend to work related to pre-existing projects, and to attend selected conferences on behalf of Tetra Tech. This person, with prior coordination from the county's Floodplain Coordinator, will support the County with a combination of on-site and remote work. The County will only be responsible for time and expenses associated with work this person does for the County.

#### **Task 2 Deliverables:**



- Assist the county in its floodplain management recovery strategy.

**TASK 3. SUBSTANTIAL DAMAGE DETERMINATION NOTIFICATION**

1. Tetra Tech will draft and produce a Substantial Damage Notification letter for each property inspected, after a substantial damage determination is made on the property. The letter, whose layout and content will be approved by the county, will communicate to resident the results of their specific inspection, and whether or not their property was found to be substantially damaged. Letters will be printed and packaged in duplicate (one for USPS, one for hand delivery), addressed, and stamped (if needed) and distributed in the following manners:
  - a. USPS: Tetra Tech will mail via USPS a copy of each properties' substantial damage determination letter to the property address inspected.
  - b. Hand Delivery: Tetra Tech will assign an inspector to hand deliver substantial damage determination letters to each property address inspected.

**Task 3 Deliverables:**

- Substantial damage determination letters (printed in duplicate)

Proof of hand delivery when possible (to be submitted to the County on July 27, 2016)

**TASK 4. STAFF AUGMENTATION FOR FLOODPLAIN MANAGEMENT OPERATION**

Consistent with and in addition to Task 2, Tetra Tech (Tt) will provide Floodplain Management support to Fort Bend County Engineering through October 31, 2016. The scope of this Task will be consistent with the services provided under on an as needed basis (as agreed to by the County), during the performance period, Tt will provide:

- 1.5 to 2.5 full time equivalent (FTE) to Fort Bend County (County) for staff augmentation services related to the floodplain manager's office depending on demand and activities required to assist the Engineering Department.

*Tetra Tech has developed an estimate of 800 hours for execution of this task over the 2.5 month period of performance.*

Tt staff will execute the following additional subtasks during this period.

**SUBTASK 4.1 ADDITIONAL SDE INSPECTIONS**

1. Tetra Tech will provide the County with staff to support the inspection of previously identified properties as well as the inspection of newly identified damaged properties within the special flood hazard area (SFHA). Tetra Tech will complete both previously identified and new inspections Monday through Friday only. Inspections will be scheduled up to six per day so as to minimize cost to the County and maximize efficiency.
2. For those properties located in the SFHA, Tetra Tech will use the FEMA Substantial Damage Estimation tool, to provide recommendations to the County as to which properties are substantially damaged. The County will review Tetra Tech's recommendations and issue substantial damage determinations to property owners accordingly.
3. If during a site visit a property/homeowner or renter does not allow a Tetra Tech representative onto the property or is not at the property, our staff will note it on the SDE report. Our staff will

also delivery the SDE inspection letter and a phone number to reschedule. We will attempt reschedule a site visit during the next two business days.

4. Tetra Tech will issue a daily report the following morning detailing the previous day's progress. The daily report will be via email to County Engineer, First Assistant County Engineer, Assistant County Engineer – Development, Director of Office of Emergency Management and others as directed. This report will also contain a summary of issues encountered in the field from the previous day. The Tetra Tech supervisor will review this with the County's point of contact.
5. Following the substantial completion of field operations and delivery of a draft SDE report to the County, our team will schedule a meeting with County staff to discuss the report. The report will detail inspected properties and those properties that remain outstanding. During this meeting we will discuss next steps for the County as they finalize the report.

**Task 4.1 Deliverables:**

- Daily Progress Reports
- Findings on each property assigned to Tetra Tech by the County for inspection.
- List of properties located in the floodplain recommended for Substantial Damage Determination.

***SUBTASK 4.2 SUBSTANTIAL DAMAGE DETERMINATION ADJUSTMENTS PROCESS COORDINATION***

1. Tetra Tech shall provide the county with staff augmentation to support the substantial damage determination adjustments process and assist the Floodplain Coordinator with any appeals to Commissioners Court in accordance with the County's Floodplain Management Regulations.
2. Daily reports to the County regarding interaction/consultation with County residents.

**Task 4.2 Deliverables:**

- Assist the County in its SDE Adjustment process.
- Prepare documentation and correspondence supporting changes and or appeals
- Assist the County in the delivery revised Substantial Damage letters and correspondence to residents

**TASK 5. TECHNICAL ASSISTANCE**

1. At the request of the County, Tetra Tech will assist the County with Technical Assistance associated with the Substantial Damage Estimation process and best practices per the County's floodplain regulations, and Federal Disaster Recovery Grant Mitigation Programs (FEMA HMGP, FEMA FMA, CDBG-DR).

**Task 5 Deliverables:**

- Attend County Disaster Recovery staff meetings.
- Develop and deliver presentation at County Commissioners Workshop on mitigation programs.



## Proposal Amendment #1

August 1, 2016



### C. Project Schedule

Tetra Tech anticipates a period of performance of approximately two months with an anticipated start date of June 20, 2016 and an end date of October 31, 2016. Table 1 below shows the estimated timeline for each project task.

**Table 1: Estimated Project Schedule**

Tasks	Estimated Timeline
Task 1 – Substantial Damage Determination Staff Augmentation (14	June 20, 2016 – July 15, 2016
Task 2 – Provide and Assistant Floodplain Manager (60 days)	June 20, 2016 – August 20, 2016
Task 3 – Substantial Damage Determination Notification	July 18, 2016 – July 22, 2016
Task 4 – Staff Augmentation for Additional Substantial Damage Estimation	July 18, 2016 – October 31, 2016
Task 5 – Substantial Damage Determination Adjustment Process Coordination	July 18, 2016 – October 31, 2016
Task 6 – Technical Assistance	July 18, 2016 – October 31, 2016

### D. Project Cost

The cost is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech in accordance with the Master Services Agreement procured under the Houston-Galveston Area Council Bid No. HP07-16 for All Hazards Preparedness, Planning, Consulting & Recovery Services. Table 3 below shows the estimated cost breakdown by task.

**Table 3: Estimated Cost**  
(Includes labor and expenses)

Tasks	Estimated Cost
Task 1 – Substantial Damage Determination Staff Augmentation (20 days)	\$176,398
Task 2 – Provide and Assistant Floodplain Manager (60 days)	\$51,504
<b>Subtotal 1</b>	<b>\$227,902</b>
<b>Amendment #1 Tasks</b>	
Task 3 – Substantial Damage Determination Notification	\$22,460
Task 4 – Staff Augmentation for Floodplain Management Operations	\$102,123
Task 5 – Technical Assistance	\$24,224
<b>Subtotal 2</b>	<b>\$148,807</b>
<b>TOTAL</b>	<b>\$376,709</b>

## Proposal Amendment #1

August 1, 2016



Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at [www.gsa.gov](http://www.gsa.gov) (3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); (4) mileage shall be invoiced at the federally published rate; (5) field documents and other equipment/supplies shall be invoiced at cost without mark-up; and (6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost without mark-up.

### Assumptions

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

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format upon request.
- **Access to Key Personnel.** Availability of the County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** The County will provide meeting room space and office space to conduct on-site work.
- **Acceptance of Deliverables.** Deliverables will be submitted to the County in draft format. The County's comments must be provided within seven (7) calendar days. Upon incorporation of revisions to the draft deliverable(s) and one final resubmittal to the County, the deliverable(s) shall be considered accepted.
- **Remote Assistance.** Tetra Tech shall complete the majority of the documentation review and organization and reporting remotely.
- **Technical Assistance Deliverables.** Reports, letters, memos, etc. prepared under this Task Order shall be on County letterhead with final approval by the County. Day-to-day direction shall be provided by the County.
- **Project Reassessment.** Tetra Tech will meet on September 16, 2016 to reassess the task order, burn rates and deliverables.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Tetra Tech, Inc.  
Houston, TX United States

**Certificate Number:**  
2016-132190

**Date Filed:**  
11/02/2016

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

24241  
Second Amendment for Professional Disaster Recovery Coordination Services

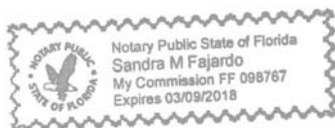
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

*Jonathan Burgiel*

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jonathan Burgiel, VP/Ops Mgr., this the 2nd day of November, 20 16, to certify which, witness my hand and seal of office.

*Sandra Fajardo*

Signature of officer administering oath

Sandra Fajardo

Printed name of officer administering oath

Notary

Title of officer administering oath