

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES APPLICATION
SUPPORT PURSUANT TO RFP 19-041 – CONTINGENCY ALL HAZARDS CONSULTING SERVICES**

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

WITNESSETH

WHEREAS, County desires that Consultant provide Building Resilient Infrastructure and Communities Application Support pursuant to RFP 19-041, and

WHEREAS, RFP 19-041 is incorporated fully by reference for all purposes; and

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

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

AGREEMENT

Section 1. Scope of Services

Consultant shall render Building Resilient Infrastructure and Communities (“BRIC”) Application Support to County as described in Consultant’s proposal, dated September 27, 2023, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

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

Section 3. Compensation and Payment

- A. The Compensation for the performance of Services within the Scope of Services described in Exhibit A is Two Hundred Fourteen Thousand, Eight Hundred Thirty-Five dollars and no/100 (\$214,835.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an agreement executed by the parties. Travel expenses submitted for reimbursement (if any), must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.
- B. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the County.
- C. County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Fourteen Thousand, Eight Hundred Thirty-Five dollars and no/100 (\$214,835.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Fourteen Thousand, Eight Hundred Thirty-Five dollars and no/100 (\$214,835.00) specifically allocated to fully discharge any and all liabilities County may incur.

Section 5. Term of Agreement

The term of the Agreement is effective as of October 4, 2023, and shall expire no later than nine (9) months thereafter. Consultant 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. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

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. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days 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 Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(A) above.
- C. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- 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 Consultant.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

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

Section 11. Indemnity

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

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

and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter.

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

Section 12. Confidential and Proprietary Information

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

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

- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
- F. Consultant expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

Section 13. Independent Consultant

- A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

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

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Consultant: Tetra Tech, Inc.
ATTN: Betty Kamara
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

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section 17. Assignment and Delegation

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services

hereunder without the express written permission of County, except where required to do so by law.

Section 23. Certain State Law Requirements for Contracts

For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 24. 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 25. Conflict

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

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

TETRA TECH, INC

KP George, County Judge


Authorized Agent – Signature

Date

Jonathan Burgiel
Authorized Agent – Printed Name

ATTEST:

Business Unit President
Title

Laura Richard, County Clerk

February 23, 2024
Date

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

Exhibit A: Consultant's proposal, dated September 27, 2023.

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EXHIBIT A

Proposal

September 27, 2023

Proposal to Fort Bend County, TX for Fiscal Year 2023 Building Resilient Infrastructure and Communities (BRIC) Application Support

Submitted to:

Mr. Ed Sturdivant

County Auditor

Fort Bend County

ed.sturdivant@fortbendcountytx.gov

Ms. Jaime Kovar

Purchasing Agent

Fort Bend County

jaime.kovar@fortbendcountytx.gov

Submitted by:

Technical representative:

Mr. Christina Hendrick

1500 CityWest Boulevard

Houston, TX 77042

Phone: (281) 733-8623

E-Mail: christina.hendrick@tetrattech.com

Contractual representative:

Ms. Betty Kamara

2301 Lucien Way, Suite 120

Maitland, FL 32751

Phone: (321) 441-8518

E-mail: betty.kamara@tetrattech.com

Proposal

September 27, 2023

A. INTRODUCTION

The Building Resilient Infrastructure and Communities (BRIC) program makes federal funds available to states, U.S territories, federally recognized tribal governments, and local communities for hazard mitigation activities. It does so with a recognition of the growing hazards associated with climate change¹, and of the need for natural hazard risk mitigation activities that promote climate adaptation and resilience with respect to those hazards. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in the future.

FEMA will provide financial assistance to eligible BRIC applicants for the following activities: (1) Capability- and Capacity-Building (C&CB) activities, which enhance the knowledge, skills, expertise, etc., of the current workforce to expand or improve the administration of mitigation assistance. This includes activities in the following sub-categories: building codes activities, partnerships, project scoping, mitigation planning and planning-related activities, and other activities; (2) Mitigation Projects – cost-effective projects designed to increase resilience and public safety; reduce injuries and loss of life; and reduce damage and destruction to property, critical services, facilities, and infrastructure from natural hazards and the effects of climate change; and (3) Management Costs – financial assistance to reimburse the recipient and subrecipient for eligible and reasonable indirect costs, direct administrative costs, and other administrative expenses associated with a specific mitigation measure or project in an amount up to 15 percent of the total amount of the grant award, of which not more than 10 percent of the total award amount may be used by the recipient and 5 percent by the subrecipient for such costs generally. FEMA will also provide non-financial Direct Technical Assistance to communities to build a community's capacity and capability to improve its resilience to natural hazards and to ensure stakeholders are capable of building and sustaining successful mitigation programs, submitting high-quality applications, and implementing new and innovative projects that reduce risk from a wide range of natural hazards.

The County wishes to submit BRIC and/or FMA applications for critical infrastructure, flood control, and drainage projects. This proposal includes support in developing the following applications that have been identified by the County:

Program	Estimated Project Cost	Project Description
FMA	\$2,500,000	Upper Brooks Branch Upstream of Pink Taylor Run Road
FMA	\$10,000,000	Mustang Bayou eastern Fort Bend County
FMA	\$10,000,000	Upper Fairchild Creek Upstream of FM 360
FMA	\$15,000,000	Upper Chocolate Bayou Watershed Improvements
FMA	\$8,000,000	City of Orchard Regional Detention
FMA	\$10,000,000	Improvements within the Upper Watershed of Ditch II-B-6 (upstream of Highway 36)
FMA	\$10,000,000	Improvements within the Upper Watershed of Ditch II-B-10-b (upstream of Highway 36)
FMA	\$50,000,000	Jones Creek Overflow to the Brazos Upstream of FM 359 and west of FM 723
FMA	\$20,000,000	Gapps Slough Drainage Improvements
FMA	\$20,000,000	Woods Edge/S. McCrary Road area Drainage Improvements
FMA	\$25,000,000	Drainage Improvements to Andrus Creek in vicinity of Rolling Oaks Subdivision
FMA	\$10,000,000	Drainage Improvements within Ditch II-B-7
FMA	\$10,000,000	Drainage Improvements within Ditch II-B-9 watershed
FMA	\$3,500,000	Flood Plain Mapping Project
FMA	\$320,000	Bridge Mitigation
BRIC/FMA	\$1,200,000	Mitigation Bank (Planning/Design)
\$202,020,000.00		

Proposal

September 27, 2023

B. SCOPE OF WORK

Task 1 – Mitigation Application Development

Tetra Tech's goal will be to prepare grant applications utilizing the data collected, as well as additional technical data collected in this phase to completed grants for funding consideration by the State of Texas. The following subtasks will be performed to achieve this goal:

Subtask 1.1- Data Call to Finalize Benefit Cost Analysis (BCA)

Tetra Tech will work with County departments to gather remaining documentation needed to run and complete a BCA. This also includes:

- Review of project supporting documentation
- Review/ research of historical damage documentation
- Risk assessment inclusive of inventory development of critical assets, facilities, and private property adjacent to project area(s), and associated analysis
- Capture and analyze loss of function and building data
- Development of supporting documentation to capture loss of function to road and bridges and other critical facilities

Subtask 1.2- BCA Generation

Tetra Tech will generate full BCA module calculations and documenting for each project in order to determine whether the project will qualify for mitigation funding. Those sites that have new BCAs above one (1) will be considered for grant application completion. Specific actions include:

- Creation of BCA in toolkit
- Creation of BCA Cost Narrative
- Coordination with FEMA BCA quality control check
- Perform final edits/ changes to analysis if required

Subtask 1.3- Application Formulation

For projects that are identified as cost effective, Tetra Tech will work with the County Departments, State and Federal agencies to gather any additional required information and analyze the data provided. This information will be included in the application. The documentation list below includes the information that may be required to complete the application:

- Community information
- Hazard Mitigation Plan
- Area maps
- Scopes of work and budget estimates (to be provided by the County)
- Additional funding source information (if applicable)
- Required community executed documents (maintenance agreements, statement of assurances, declaration and release)
- Project schedule scope and project implementation narrative
- Property specific documentation (such as property owner information, tax information, structure information and prior flood history)
- National Environmental Policy Act (NEPA) requirements (environmental/historical impacts and alternatives)
- Digital photographs
- Flood Insurance Rate Map (FIRM) information

Subtask 1.4- Application Submission

With the required documentation collected, Tetra Tech will complete the application and gather required backup documentation for the County to electronically submit and digitally the application to the State of Texas.

Proposal

September 27, 2023

Subtask 1.5- Phase 2 BCA Generation (If Applicable)

Depending on project design completeness, Tetra Tech and the County may proceed by writing a Phased project, which requires a second BCA to be completed.

Task 2 – Pre-Award Request for Information (RFI) Support

Tetra Tech will support the County through the FEMA application approval process by

- Receiving TDEM/FEMA requests for additional information to support the submitted FMA application,
- Working with the County to develop the additional information, and
- Submitting the additional information to TDEM/FEMA for review by determined deadlines.

It is anticipated that the County will receive one request for information request for each application submitted.

C. PROJECT PERIOD OF PERFORMANCE

The proposed project scope and project cost are based on a project term of approximately six (6) months.

D. PROJECT COST

The proposed not-to-exceed of **\$214,835.00** 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 rates as set forth in Agreement between the County and Tetra Tech, Contract #RFP-19-041. Table 1 shows the estimated cost breakdown by project task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Task [1] [2]

Project Task	Estimated Amount
Task 1: Mitigation Application Development	\$175,350.00
Task 2: Pre-Award Request for Information Support	\$39,485.00
Estimated Total	\$214,835.00

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

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Consultant III	\$120.00	593	\$71,160.00
Senior Project Manager/Consultant	\$135.00	227	\$30,645.00
Senior Program Manager	\$155.00	434	\$67,270.00
Subject Matter Expert	\$220.00	208	\$45,760.00
Estimated Total			\$214,835.00

[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 services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task as necessary.

E. PROJECT ASSUMPTIONS

This proposed budget 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.

Proposal

September 27, 2023

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Project Costs.** The costs identified in this proposal are based upon Tetra Tech's estimate on the LOE for each task. Invoiced costs will be based on actual work performed.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within 5 business days of the request from Tetra Tech.
- **Remote Application Development.** Other than presenting at the public meetings, it is anticipated that the majority of the application development will be conducted remotely. This will require some assistance from the County when it is necessary to obtain or remit hard copies of grant documentation.
- **Federal/TDEM Requests.** The County will forward requests from FEMA/TDEM within 48 hours of receiving the requests. Tetra Tech will respond to FEMA and TDEM requests on behalf of the County as directed.
- **Ineligible Work.** Tetra Tech cannot make eligibility determinations. Only the federal grant can do this under the federal programs.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Invoicing/ Payment.** The County will be invoiced monthly. Payment terms are net 45 days.
- **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 will be part of the awarded Task Order/Purchase Order by reference or incorporated as an exhibit.