



**CDBG ENTITLEMENT DISASTER RECOVERY GRANT CONTRACT
GLO CONTRACT No. 10-5047-000-5023
(FORMERLY TDRA CONTRACT No. DRS010047)
AMENDMENT No. 2**

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The TEXAS GENERAL LAND OFFICE, ("GLO") and the COUNTY OF FORT BEND, ("Grantee"), parties to that certain Community Development Block Grant disaster recovery contract effective December 1, 2009, and denominated GLO Contract No. 10-5047-000-5023 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, due to the unforeseen and unavoidable delays associated with engineering services and Sewer Facilities tasks, the parties now desire to revise the Performance Statement, Implementation Schedule, and extend the term of the Contract, to allow for successful completion of the Project; and

WHEREAS, the parties desire to reduce the administrative burden required by some terms of the Contract; and

WHEREAS, these revisions will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

1. SECTION 2 of the Contract, CONTRACT PERIOD, is hereby amended to reflect a termination date of December 31, 2012 or upon completion of all projects and close out procedures, whichever comes first.
2. SECTION 4 of the Contract, CONTRACT AMOUNT AND FUNDING ALLOCATION, is hereby amended by adding the following language:

“Grantee may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the Grant Manager. The GLO Grant Manager may allow flexibility among Budget categories to the extent that the total revisions do not exceed ten percent (10%) of the total budget. Such reallocations may not increase the amount

1/9/12 2 originals returned to Debra at Comm Development

of the grant or total Budget, and shall be effective only after written approval by the GLO Grant Administrator. Any request for a variance that (a) exceeds ten percent (10%) of the total budget; (b) changes the total budget amount; (c) changes the Project scope; or (d) changes the Project outcome may be allowed only by formal, written Contract amendment. In addition, aggregate requests for variances which, over time, exceed twenty-five percent (25%) of the total budgeted amount, may be allowed only by formal, written Contract amendment.”

3. **SECTION 16** of the Contract, **CHANGES AND AMENDMENTS, PARAGRAPH A**, is hereby amended by adding the following language as **Paragraph A.1**:

“Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under **SECTION 4**; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.

Notwithstanding the preceding, in the sole discretion of the GLO Program Director, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO Program Director without formal amendment. **Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.**

The final report of all activities performed under this Contract shall include all such informal revisions approved over the life of the Project.

4. **EXHIBIT A** of the Contract, **PERFORMANCE STATEMENT**, is hereby deleted and replaced by the **REVISED PERFORMANCE STATEMENT**, attached hereto and incorporated herein for all purposes as **EXHIBIT A-1**.
5. **EXHIBIT E** of the Contract, **IMPLEMENTATION SCHEDULE**, is hereby deleted and replaced by the **REVISED IMPLEMENTATION SCHEDULE**, attached hereto and incorporated herein for all purposes as **EXHIBIT E-1**.
6. This Amendment No. 2 shall be effective retroactively, as of the effective date of the Contract.


7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Further material revisions to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT NO. 10-5047-000-5023

GENERAL LAND OFFICE

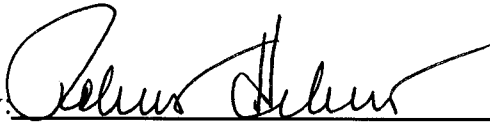
COUNTY OF FORT BEND



Larry L. Laine, Chief Clerk/

Deputy Land Commissioner

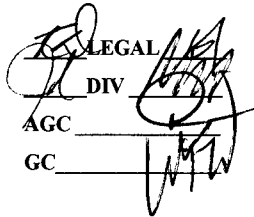
Date of execution: 1/12/12

By: 

Name: Robert Hebert

Title: County Judge

Date of execution: January 3 2012


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EXHIBIT A-1
GLO CONTRACT No. 10-5047-000-5023
AMENDMENT No. 2

REVISED PERFORMANCE STATEMENT

Exhibit A-1

County of Fort Bend

Revised Performance Statement

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Ike on September 13, 2008, the City of Rosenberg’s lift stations failed to function due to loss of normal electrical power service for several days. The failure of the facilities to function threatened the public health, safety, and welfare of all served by these facilities due to the build-up of untreated sewage. The city is in need of manual transfer switches at five (5) lift stations to provide the capability for fast and safe connection to a mobile, trailer-mounted generator that will serve as a backup power supply to operate these facilities.

Also as a result of Hurricane Ike the City of Richmond’s lift station and wastewater treatment plant failed to function due to loss of normal electrical power service for several days. The failure of the facilities to function threatened the public health, safety, and welfare of all served by these facilities due to the build-up of untreated sewage. The city is in need of adequately sized generators that will serve as backup power supplies to operate these facilities.

Sewer Facilities-1b

City of Rosenberg Lift Station (Manual Transfer Switches)

Grantee shall purchase and install a manual transfer switch with associated appurtenances for lift stations at each of five (5) locations in the City of Rosenberg:

<u>Location</u>	<u>Location</u>
North side of Avenue D between West Street and Willow Street.	West side of Mulcahy Street north of Avenue D.
Alley on north side of Avenue A between 2 nd Street and 3 rd Street	Alley north of Avenue B between 4 th Street and 5 th Street.
East side of 6 th Street north of Avenue B	

The city shall ensure availability of portable generators to be used in conjunction with the manual switches, as necessary. Installation of these transfer switches will ensure continuous operation of the lift stations and provide uninterrupted sewage treatment.

These activities shall benefit two thousand thirty-nine (2,039) persons, of which one thousand four hundred twenty (1,420), or sixty-nine percent (69%), are of low to moderate income.

City of Richmond Lift Station

Grantee shall purchase and install one (1) two hundred twenty-five kilowatt (225 kW) to two hundred seventy-five kilowatt (275 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances; construct a concrete pad for generator mounting; construct an installed quiet enclosure; and perform site work associated with construction. Construction shall take place at the lift station located on Second Street off of Morton Street, in the City of Richmond. Installation of the backup generator will ensure continuous operation of the lift station and provide uninterrupted sewage treatment.

These activities shall benefit five thousand three hundred thirty-nine (5,339) persons, of which three thousand five hundred eighty-one (3,581), or sixty-seven percent (67%), are of low to moderate income.

City of Richmond Wastewater Treatment Plant

Grantee shall purchase and install one (1) seven hundred fifty kilowatt (750 kW) to eight hundred kilowatt (800 kW) permanently-affixed, diesel-fueled generator and associated appurtenances; construct a concrete pad for generator mounting; construct an installed quiet enclosure; and perform site work associated with construction. Construction shall take place at the City of Richmond Wastewater Treatment Plant located on the west side of Golfview Drive at the intersection with Belmont Drive. Installation of the backup generator will ensure continuous operation of the treatment plant and provide uninterrupted sewage treatment.

These activities shall benefit eleven thousand two hundred eighty-four (11,284) persons, of which six thousand five hundred forty-six (6,546), or fifty-eight percent (58%), are of low to moderate income.

Engineering-30

Grantee shall ensure the amount of funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

EXHIBIT E-1
GLO CONTRACT No. 10-5047-000-5023
AMENDMENT No. 2

REVISED IMPLEMENTATION SCHEDULE

