

Texas Water Development Board



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

February 15, 2012

AGENDA ITEM 7B

The Honorable Robert Hebert
County Judge, Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

Re: Flood Protection Planning Grant between the Texas Water Development Board (TWDB)
and Fort Bend County (County); TWDB Contract No. 1148321286, Amendment No. 1

Dear Judge Hebert:

Please find enclosed two originals of Amendment No. 1 to the above-referenced contract between the TWDB and the County for execution. Amendment No. 1 revises the Local Share of the Total Study Costs and the Expense Budget at no additional cost to the TWDB. All other terms and conditions of the contract shall remain in full force and effect.

Please obtain the proper signature for each copy of the amendment and return to the attention of Contract Administration at the address listed above within 30 days of receipt of this letter. The TWDB will execute and sign the amendments upon their return and deliver one copy to you for your records.

If you have any questions concerning this amendment, please contact Ivan Ortiz, the TWDB's designated Contract Manager for this project at (512) 463-8184.

Sincerely,

Carolyn L. Brittin
Deputy Executive Administrator
Water Resources Planning & Information

Enclosures

c: Ivan Ortiz, TWDB

COUNTY JUDGE
RECEIVED
FEB 17 2012

Our Mission	:	Board Members		
To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas	:	Edward G. Vaughan, Chairman	Thomas Weir Labatt III, Member	Billy R. Bradford Jr., Member
	:	Joe M. Crutcher, Vice Chairman	Lewis H. McMahan, Member	Monte Cluck, Member
	:	Melanie Callahan, Executive Administrator		

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STATE OF TEXAS

TEXAS WATER DEVELOPMENT BOARD

TRAVIS COUNTY

AND

FORT BEND COUNTY

AMENDMENT NO. 1

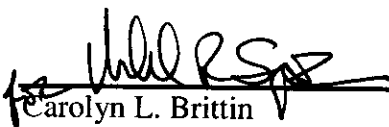
This Contract and Agreement made and entered on August 26, 2011 is hereby amended as follows:

1. Section I, Item N (LOCAL SHARE OF THE TOTAL STUDY COSTS) is revised as follows:
 - N. LOCAL SHARE OF THE TOTAL STUDY COSTS - \$16,342.00 in cash and \$14,800.00 in in-kind services or 59.45 percent of the total study costs or individual payment request submission
2. Exhibit C, Task Budget and Expense Budgets, is revised as shown in ATTACHMENT I and is denoted as First Amended Exhibit C, Task and Expense Budgets.
3. All other terms and conditions of TWDB Contract No. 1148321286 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto cause this Contract and Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD

FORT BEND COUNTY



Carolyn L. Brittin
Deputy Executive Administrator
Water Resources Planning & Information



The Honorable Robert Hebert
County Judge

Date: MAR 7, 2012

Date: 2-28-2012

ATTACHMENT I

First Amended Exhibit C Task and Expense Budgets

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Gather and review information	\$1,580.00
2	Visit the Project Area	\$3,480.00
3	Prepare Field Survey Plan	\$1,300.00
4	Collect Field Survey Data	\$14,800.00
5	Develop Base Hydrologic Model	\$9,200.00
6	Develop Base Hydraulic Model	\$11,000.00
7	Map existing floodplain and floodway	\$3,320.00
8	Prepare existing conditions report	\$4,640.00
9	Meet with Cities, County, and FBCDD	\$3,060.00
TOTAL		\$52,380.00

EXPENSE BUDGET

CATEGORY	ORIGINAL AMOUNT	REVISED AMOUNT
Salaries & Wages ¹	\$0.00	\$4,950.00
Fringe ²	\$0.00	\$0.00
Travel ³	\$0.00	\$0.00
Subcontract Services	\$52,380.00	\$37,580.00
Other Expenses ⁴	\$0.00	\$0.00
Overhead ⁵	\$0.00	\$9,850.00
Profit	\$0.00	\$0.00
TOTAL	\$52,380.00	\$52,380.00

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to this contract.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2009, Article IX, Part 5, as amended or superseded

⁴ Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁵ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:

- Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
- Indirect salary fringe benefits;
- Accounting and legal services related to normal management and business operations;
- Travel costs incurred in the normal course of overall administration of the business;
- Equipment rental;
- Depreciation of furniture, fixtures, equipment, and vehicles;
- Dues, subscriptions, and fees associated with trade, business, technical, and professional organizations;
- Other insurance; Rent and utilities; and Repairs and maintenance of furniture, fixtures, and equipment