

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
 HAZARD MITIGATION GRANT PROGRAM (HMGP)
 HGAC CONTRACT 07-16**

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, County desires that Contractor provide certain professional consulting services to assist County prepare and submit a competitive application for the HMGP Submittal for the October 31, 2016 and January 17, 2017 application deadlines to acquire or elevate properties to reduce flooding risks across Fort Bend County, (hereinafter "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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 as defined in the Proposal dated August 31, 2016 (attached hereto as Exhibit A).

Section 2. Personnel

2.1 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.

2.2 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

3.1 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 Exhibit A is sixty thousand forty-five dollars and 00/100 (\$60,045.00), 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. Travel expenses submitted for reimbursement must be incurred in accordance with Fort Bend County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 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 County.

3.3 County will pay Contractor based on the following procedures: On a monthly basis, Contractor shall submit to County staff person designated by the Emergency Management Coordinator, one (1) electronic (pdf) copy and/or one (1) original hard 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 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

4.1 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 sixty thousand forty-five dollars and 00/100 (\$60,045.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 sixty thousand forty-five dollars and 00/100 (\$60,045.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter. 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 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 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.

6.3 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

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 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;

7.2.1.2 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.

7.2.2 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 7.1 above.

7.3 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.

7.4 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

10.1 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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 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 that work under the Agreement is completed.

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

12.1 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.

12.2 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.

12.3 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.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 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.

Section 13. Independent Contractor

13.1 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.

13.2 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

14.1 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).

14.2 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 301 Jackson Street Richmond, Texas 77469 |
| With a copy to: | Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469 |
| Contractor: | Tetra Tech, Inc. Attn: Betty Kamara, Contracts Administrator 2301 Lucien Way, Suite 120 Maitland, Florida 32751 |

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 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.

14.3.2 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

16.1 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.

16.2 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

17.1 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.

17.2 Neither party may delegate any performance under this Agreement.

17.3 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

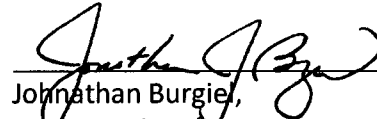
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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 8 day of September, 2016.

FORT BEND COUNTY


Robert E. Hebert, County Judge

TETRA TECH, INC.


Johnathan Burgiel,
Vice President/Operations Manager

September 8, 2016
Date

September 7, 2016
Date

ATTEST:



Laura Richard, County Clerk



APPROVED:

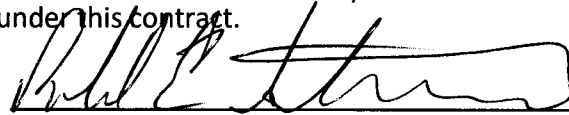

Jeff Braun, Emergency Management Coordinator

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 \$60,045.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

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EXHIBIT A



August 31, 2016

Mr. Jeff Braun
Emergency Management Coordinator
307 Fort Bend
Richmond, Texas 77469

Subject: Consulting Services to Prepare for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) and to Process Eligible Properties and Back-Up Documentation for a HMGP Grant Submittal for the October 31, 2016 and January 17, 2017 Application Deadlines

Dear Mr. Braun,

Tetra Tech understands that Fort Bend County, Texas (County) seeks to prepare and submit a competitive application for the Hazard Mitigation Grant Program Submittal for the October 31, 2016 and January 17, 2017 Application Deadlines to acquire or elevate properties to reduce flooding risks across Fort Bend County. This application will consist of properties that sustained damage during the April and May 2016 Floods.

BACKGROUND AND PURPOSE

The HMGP grant provides funding to mitigate against the effects of flooding and awards funding on a competitive basis to applicants in the State of Texas. It is Tetra Tech's understanding that Fort Bend County is interested applying for to this program in the hopes of elevating homes to help prevent future flooding with an emphasis on properties that were damaged in the April and May 2016 Floods. For applications awarded under the HMGP grant, eligible pre-award costs, project management and project implementation costs will be reimbursed to the County at the rate of 75%.

Tetra Tech's goal in this scope of work is to lay the foundation to support and then implement a grant applicant outreach process. The foundation needed to support the application will begin with a mailing outreach campaign identifying the program's requirements and collection of all homeowner documentation and will conclude with a public meeting. This foundation is needed to initially inform and identify potentially eligible and interested property owners. Tetra Tech's goal will be to prepare a grant application utilizing the identified interested property owners and outreach to other strong candidates, intake of property specific information and required forms including a voluntary interest notice, submission of environmental and historical compliance information, documentation of each properties benefit cost justification and submission of the County's HMGP grants for consideration. The following scope of work describes the tasks necessary to achieve these goals.

Tetra Tech - EMCR

2901 Wilcrest Drive, Suite 400, Houston, Texas 77042
Tel (713) 737-5763 Fax (321)441-8501 tetratech.com

Task 1 –Initiate Outreach Efforts and Support

Subtask 1.1 – Property Review

Tetra Tech will preliminarily identify properties within the County that are candidates for mitigation under the HMGP program in this funding cycle. Tetra Tech will evaluate and verify the eligibility of these properties by utilizing the Substantial Damage Estimation Data (SDE) compiled by the County and Tetra Tech as well as the SDE data compiled by the participating Municipalities.

Subtask 1.2 – Outreach Materials Update and Mailing

Outreach materials will be developed for the Fort Bend County HMGP Program and these materials will be used in an initial outreach mailing. The materials will emphasize that Fort Bend County is preparing for the grant application period and that the property owners *MAY BE* eligible for the program and further determination must take place prior to inclusion into the application. The mailing will also provide instructions for homeowners to submit required documentation (via email, fax or in person at the County Courthouse) by established deadlines set forth by the Tetra tech team and approved by the County. The following items will be requested from each homeowner who would like consideration to be included in the HMGP Application:

- Completed Voluntary Interest Notice with all contact information
- Color Photos of Property taken from all four sides

Subtask 1.3 – Physical Site Visit and Program Outreach Material Distribution

Tetra Tech will conduct a site visit to the identified properties contact the current occupant. The end result of this outreach will be to quickly canvas the properties to try to include them in the application. This will include the following steps:

1. If the occupant is home, Tetra Tech will provide the occupant with the program's outreach materials and determine if they are the property owner.
 - a. If the occupant is not the property owner, attempt to obtain owner information from the occupant
 - b. If the occupant is the property owner, provide an initial description of the program, supply the outreach documents, obtain the property owner's contact information, and request the property owner to sign the Voluntary Interest Notice form to begin the intake process.
2. If the occupant is not home, leave a door-hanging outreach packet.
3. Document the finding of the site visit in Tetra Tech's RecoveryTrac™, including the results of the occupant contact and a photograph of the property.

Task 1.4 – Property Owner Outreach and Intake

Tetra Tech will contact the property owners from the property review, and will begin the process of engaging them for inclusion in the HMGP application. The outreach materials and documentation request will be sent to the identified property owner's mailing address and the physical site address as identified by Fort Bend County's property appraisal data.

Tetra Tech will communicate to the property owner that:

- The HMGP Program is voluntary.

- This process is designed to determine project feasibility for an HMGP application and does not represent an offer.
- A mitigation offer may be made only after a grant award by FEMA

Tetra Tech will accomplish this task via the following methods:

- Direct mailing to property owner(s)
- Establishing and utilizing a HMGP Program Hotline and e-mail address
- Staffing the County's Flood Recovery Center

■ **Exhibit 1: Task 1 Project Deliverables**

| Deliverable | Description |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Outreach Materials | Update outreach materials for approval. |
| Property Review | Provide a report on the results of the property review. |
| Mailing Support | Support mass mailing of program outreach information. |
| Physical Site Visit and Program Outreach Material Distribution | Delivery of outreach materials to each property |
| Voluntary Interest Notification (VIN) and required documentation Tracking | Provide Galveston County with the file of required documentation received. |
| Property Owner Contact Database | Records of available name and contact information for the property owner(s) |

Task 2 – Property Eligibility Determination, Application Development and Submission

FEMA will select projects for funding based on eligibility, application completeness, and technical aspects of the project application. The State of Texas – Texas Water Development Board (TWDB) and FEMA Region VI will conduct a thorough review of the application to determine eligibility and feasibility. To maximize the strength of the County's application, Tetra Tech will review the application for compliance with applicable TWDB and FEMA requirements.

Subtask 2.1 – Property Research

Tetra Tech will document the location of the properties in the flood zone and then will utilize best available data including: GoogleMaps, CAD data, and Risk Map 6 and photos to identify and record:

- Whether the structure is a residential or commercial property
- Base flood elevation
- Adjacent grade
- Structural details
- Foundation Type
- Elevation Feasibility
- First Floor Elevation

Each property with a signed property owner Voluntary Interest Notice will also undergo a specific property evaluation to verify and record structural details that include the slab type, square footage, attachments, pre-existing conditions, structural integrity, elevation feasibility, and first floor elevation.

The results of the site evaluation will then be analyzed by the Tetra Tech staff to determine whether the property continues to be eligible for elevation and whether the property should continue to move forward under the Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Area (SFHAs) or will require a Benefit Cost Analysis (BCA).

Subtask 2.2.1 – Utilize the Cost Effectiveness Determinations for Acquisitions and Elevations and Substantially Damaged in SFHAs

For properties that the program staff has reviewed the site evaluation and determined that the property is eligible for the grant program's Pre-Calculated Benefits Cost Effectiveness Determinations for Acquisitions and Elevations in SFHAs or for properties that were determined to be Substantially Damaged, a report will be generated to document how the determination was made and the property will be included in the grant application.

Subtask 2.2.2 – If necessary, Conduct a Full BCA Module Calculation

For properties that do not qualify for the Cost Effectiveness Determinations, a full BCA module calculation will need to be conducted. For these properties detailed past loss information from the National Flood Insurance Program or the homeowners will be necessary to run a full BCA module.

Subtask 2.3 – Prioritize Organize Potential Properties into Competitive Grant Applications

HMGP is a statewide competitive program and the County anticipates that there will be a need to be organize prioritize the properties that are submitted for grant funding consideration. Tetra Tech will work present recommendations on how to group applications in the following priorities:

- 1) Properties in the Floodway that were estimated to be Substantially Damaged
- 2) Properties in the Floodway that were damaged
- 3) Properties in the Floodplain that were estimated to be Substantially Damaged
- 4) Properties in the Floodplain that were damaged

In each of these priorities, the earlier a property owner submits their required documents the higher they will be ranked.

Subtask 2.4 – Application Formulation and Data Collection

For those properties that are identified in task 3.2.1 or 3.2.2 as being eligible under the Pre-Calculated Benefits Cost Effectiveness Determinations for Acquisitions and Elevations in SFHAs or were determined to be Substantially Damaged, Tetra Tech will work with the County and property owners to gather information, analyze data, and include the additional standard components necessary for a HMGP application including:

- Community information
- Hazard Mitigation Plan information
- Maps

- Scope of work and budget
- Local match funding source information for properties
- Required community executed documents (maintenance agreements, statement of assurances, declaration and release)
- Project schedule 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

Tetra Tech will enter the application data and required backup documentation into the FEMA E-grants system. The County will be provided final documentation and documents to electronically sign, and Tetra Tech will submit the application for consideration on the County's behalf.

■ **Exhibit 2: Task 2 Project Deliverables**

| Deliverable | Description |
|--------------------------------------|----------------------------------------------------------------------------|
| Property Review Report | Report on the findings of the property review |
| BCA Report | Results of the BCA analysis |
| Prioritization Recommendation | A summary of Tetra Tech's application grouping and prioritizations. |
| Application Submittal | Submittal of two applications to the TWDB (October 2106 and January 2017.) |

Task 3 – Request for Information (RFI) Support

Tetra Tech will support the County through the FEMA application approval process by (1) TWDB/FEMA requests for additional information to support the submitted HMGP application, (2) working with the County to develop the additional information, and (3) submitting the additional information to TWDB/FEMA for review.

Exhibit 3: Task 3 Project Deliverables

| Deliverable | Description |
|----------------------|------------------------------------------------------------------------------|
| RFI Responses | A response to the RFIs on the application that are presented by TWDB or FEMA |

PROJECT SCHEDULE/TIMELINE

Tetra Tech will work with County to determine if the delivery schedule below is appropriate given County's priorities and operational considerations. Exhibit 6 illustrates the completion dates for each task.

Exhibit 4: Estimated Project Schedule

| Deliverable | Anticipated Completion Timeline |
|--------------------------------------------------------------------------------------------|---------------------------------------|
| Task 1 – Initiate Outreach Efforts and Support | September 6, 2016 |
| Task 2 – Property Eligibility Determination, Application Development and Submission | October 31, 2016 and January 17, 2017 |

PROJECT COST PROPOSAL

Tetra Tech proposes performing the project on a time and materials basis with a not-to-exceed price using an invoicing plan based on monthly invoices. The not-to-exceed price is based on assumptions developed during the initial evaluation of the feasibility of this evaluation. The not-to-exceed price is derived from estimating the number of work hours for each task; estimating the cost of materials, printing, and administrative expenses; and budgeting for reasonable and customary travel expenses for on-site reviews. Exhibit 5 offers a breakdown of our proposed price by project phase.

Exhibit 5: Estimated Cost Breakdown by Task
(Includes labor, materials, and travel expenses)

| Deliverable | Estimated Cost |
|-------------------------------------------------------------------------------------|-----------------|
| Task 1 – Initiate Outreach Efforts and Support | \$29,736 |
| Task 2 – Property Eligibility Determination, Application Development and Submission | \$24,632 |
| Task 3 – RFI Support | \$5,677 |
| Estimated Total: | \$60,045 |

This estimate is valid for 60 days from the date of the proposal. To the extent the proposed scope and budget do not meet the County’s needs; Tetra Tech would be willing to negotiate a revised scope and budget.

PROJECT ASSUMPTIONS AND CONSTRAINTS

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.

- **Included Properties.** The initial outreach will be conducted for 374 properties. With Tetra Tech’s experience with other outreach efforts, Tetra Tech expects a success rate of 60% of property owners responding to the initial outreach. This should result in 224 properties responding to the initial outreach. Of these, it is expected that 150 will be found to be eligible for inclusion into the final applications.
- **Intake Deadline.** It is assumed that no additional properties will be included for consideration into the application after October 8, 2017
- **There will be no additional individual outreach to the properties after first initial mailings, on site property material delivery.** Homeowners will be required to follow up with the program and return documentation by set deadlines in order to be eligible for inclusion in the application.
- **Intake Deadline.** It is assumed that no additional properties will be included for consideration into the application after October 8, 2017
- **Project Sponsor.** 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 five 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.
- **Deliverables.** Tetra Tech agrees to deliver the following:
 - Outreach Materials
 - Mailing Support
 - Public Meeting
 - Required Documentation
 - Property Owner Contact Database
 - Outreach Report
 - VIN Report/Documentation Report
 - Site Evaluation
 - Eligibility Review or BCA Report
 - HMGP Application
 - RFI Responses
- **Work Location/Meeting Space.** County will provide on-site workspace.
- **Terms and Conditions.** This proposal is contingent on the acceptance of mutually acceptable terms and conditions.
- **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.

Tetra Tech is pleased to offer this proposal and looks forward to the opportunity to continue working with the County. Please contact the representatives listed below with questions concerning this letter.

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

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

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel
Vice President

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:
 2016-109922

Date Filed:
 09/09/2016

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

Date Acknowledged:
 09/13/2016

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.
 HGAC CONTRACT 07-16
 Prepare for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) and to Process Eligible Properties and Back-Up Documentation for a HMGP Grant Submittal

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

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath