

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR INFRASTRUCTURE INVESTMENT
 AND JOBS ACT CONSULTING SUPPORT**

(Tetra Tech, Inc. – RFP 19-041)

This First Amendment to Agreement For Infrastructure Investment and Jobs Act Consulting Support (“First Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and TETRA TECH, INC. (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Consultant is a corporation which provides consulting and engineering services for governmental entities including infrastructure design and development; and

WHEREAS, on or about March 8, 2022 County and Consultant entered into that certain agreement for Infrastructure Investment and Jobs Act (“IIJA”) consulting support pursuant to RFP 19-041 (the “Agreement”); and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for the continuation of such consulting services to County.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

(1) Section 1 of the Agreement is amended in its entirety as follows:

Section 1. Scope of Services Consultant shall render consulting support services to County for the IIJA Phase II Non-Fema Grant Application as provided in Exhibit “A” attached hereto and incorporated by reference for all intents and purposes (the “Services”).

(2) Subsection A of Section 3 of the Agreement is amended in its entirety as follows:

Section 3. Compensation and Payment

A. The Maximum Compensation for the performance of the Services within the Scope of Services described in Section 1 of this Agreement is Three Hundred Ninety Three Thousand Two Hundred Seventy Two and 00/100 Dollars (\$393,272.00). In no event 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 Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

- (3) Section 4 of the Agreement is amended in its entirety as follows:

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 Four Hundred Fifty-Eight Thousand Five Hundred Ninety Two and 00/100 Dollars (\$458,592.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- 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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Fifty-Eight Thousand Five Hundred Ninety Two and 00/100 Dollars (\$458, 592.00).

- (5) Section 5 of the Agreement is amended in its entirety as follows:

Section 5. Term of Agreement

Time for performance of the Scope of Services under this Agreement shall begin on October 1, 2022 and shall continue for a period of 12 months, ending no later than September 30, 2023. Consultant shall complete the tasks described in the Scope of Services , within this time or within such additional time as may be extended in writing by County.

- (6) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (7) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms conditions provided in the Agreement shall remain the same.
- (8) **Conflict.** If there is a conflict among documents that make up the Agreement, this First Amendment will prevail with regard to the conflict.
- (9) **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.
- (10) **BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITES THAT VIOLATE HUMAN TRAFFICKING LAWS.**

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 First Amendment and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS



County Judge KP George
KP George, County Judge

November 8, 2022
Date

ATTEST:



Laura Richard, County Clerk



TETRA TECH, INC.



Authorized Agent – Signature

Jonathan Burgiel

Authorized Agent- Printed Name

Business Unit President

Title

10/31/2022
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 458,592.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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EXHIBIT A

IIJA Phase II Proposal
August 31, 2022



Proposal to Fort Bend County, Texas for IIJA Phase II Non-FEMA Grant Application Support

Submitted To:

Mr. Robert "Ed" Sturdivant
Fort Bend County Auditor's Office
Ed.Sturdivant@fortbendcountytx.gov

Ms. Jaime Kovar
Fort Bend County Purchasing
Jaime.Kovar@fortbendcountytx.gov

Submitted by:

Technical representative:

Mr. John Buri
1500 Citywest Blvd., Suite 1000
Houston, TX
Phone: (713) 737-5763
Office: (832) 251-5197
E-Mail: John.Buri@tetrattech.com

Contractual representative:

Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321) 441-8518
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A. INTRODUCTION

On November 15, President Biden signed the Infrastructure Investment and Jobs Act (IIJA/P.L. 117-58). The bipartisan infrastructure law provides \$973 billion over five years from FY 2022 through FY 2026, including \$550 billion in new investments for modes of transportation, water, power and energy, environmental remediation, public lands, broadband and resilience. The County of Fort Bend (County) is one of many communities within the State of Texas who received funding from the Infrastructure Investment and Jobs Act.

Under the bill, the State of Texas is estimated to receive \$35,440,000.00, broken down into categories below:

- Transportation-related funds
- Water infrastructure funds
- Broadband funds
- Energy and power funds
- Environmental remediation
- Water infrastructure funds
- Resiliency project funds

The specific allocation for Fort Bend County will be determined at a later date, and Tetra Tech will work with the County to maximize funding opportunities.

B. PROJECT SCOPE OF WORK

Phase II – Program Continuation

Task 1 – Project Design and Management

In support of the County's IIJA program, Tetra Tech will provide guidance and support to the ongoing efforts of the IIJA-focused team within the County. Assistance will be in two main categories, as outlined below:

Tetra Tech will support the County by program and grant management for funding received under the IIJA:

- Assistance on the continued execution of a program management team within the County for IIJA funding
- Program management support includes close coordination with County officials and daily and weekly meetings with County department officials

Sub-Task 1.1 – Administration Support for IIJA Projects and Grants

- Administrative support includes close coordination with County officials, daily and weekly meetings with County department officials, and documentation of all correspondence between County staff, sub-recipient officials, and Tetra Tech employees
- The creation and dissemination of weekly Project Manager Reports focused on both financial and programmatic status updates, as well as sub-recipient RFIs and responses as required

Sub-Task 1.2 – Project Management Forecasting and Oversight

- Project Management Forecasting - activities related to financial projections, daily tracking and reconciliation of actual versus projected spend
- Project Management Oversight - tasks related to oversight of operations for Task Order processes and projects, identification of other grant opportunities

Task 1 Deliverable(s): Tetra Tech will produce Weekly Project Manager Reports.

Task 2- Grant Management

Grant management support includes the creation of an IT platform for recipient and sub-recipient document management and grant application processing, as well as policy-level support based upon Treasury, U.S. Department of Transportation, Federal Highway Administration the State of Texas, and the County's fiscal management processes.

Specifically, Tetra Tech will provide support on up to 25 **non-BRIC, non-FMA** federal grant applications, to include the following proposed projects:

- Roads and Bridges – four grant applications for proposed road and bridge projects
 - Bridges - \$1.6M cost on improving 30+ wooden bridges

- Bridge Formula Program through TxDOT - TBD
- Surface Transportation Block Grant through TxDOT – TBD, but AP probably due Dec 2022
- Roads – 1000+ miles of roads needing improvement
 - Rural Surface Transportation Grant Program through TxDOT – TBD, but AP probably due Dec 2022
 - National Highway Performance Program through TxDOT - TBD, but AP probably due Dec 2022
- Information Technology – 11 grant applications for proposed broadband, hardware, and software projects
 - Overall County Broadband Project
 - Middle Mile – application package (AP) due Sep 30, 2022
 - ARPA Broadband through Texas BDO – tentative, AP due Oct 31, 2022
 - IIJA BEAD through Texas BDO
 - IIJA Digital Equity Act through Texas BDO
 - Other IT
 - Enterprise Ticketing System and Asset Management - \$2.9M – State and Local Cybersecurity Grant Program; TBD but likely AP window to open CY22 3Q
 - Fairgrounds Public Wireless - \$3.1M – IIJA Digital Equity Act through Texas BDO
 - Justice Center 10G Wireless Bridge - \$3.6M - State Digital Act through Texas BDO
 - Shared Services Appliance - \$3.8M – State and Local Cybersecurity Grant Program; TBD but likely AP window to open CY22 3Q
 - Technology Network Security - \$3.5M - State and Local Cybersecurity Grant Program; TBD but likely AP window to open CY22 3Q
 - Security Badge Conversion Project - \$3.6M - State and Local Cybersecurity Grant Program; TBD but likely AP window to open CY22 3Q
 - VM Servers and SAN Upgrade - \$3.7M - State and Local Cybersecurity Grant Program; TBD but likely AP window to open CY22 3Q
- Public Transit – three grant applications for proposed bus/transportation infrastructure projects
 - RAISE Grant – AP due 4/30/23
 - Strengthening Mobility and Revolutionizing Transportation (SMART) – AP due Nov 30, 2022
 - 2023 Low-No Buses & Bus Facilities – AP due May 31, 2023
- Human Resources
 - One grant application for proposed employee management portal - \$2.3M – ARPA annual project submission and inclusion in quarterly and annual reports
- Precincts – six grant applications for proposed water infrastructure, electric vehicle, and road projects
 - Water Infrastructure
 - Pleak - Water Line Improvement/water plant 1500 GPM well - \$4.5M
 - PROTECT - Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation; Resilience Improvement Grants – apply through state agency; competitive NOFO to be released later this year
 - Kendleton – Increase water and sewage infrastructure; water and sewer extensions
 - PROTECT - Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation; Resilience Improvement Grants – apply through state agency; competitive NOFO to be released later this year
 - Electric Vehicles
 - Charging & Fueling Infrastructure Grants (Corridor Charging) – DOT managed, TBD
 - Charging and Fueling Infrastructure Grants (Community Charging) – DOT managed, TBD
 - Roads – Improve 15 roads in Precinct 4
 - Rural Surface Transportation Grant Program through TxDOT – TBD, but AP probably due Dec 2022
 - National Highway Performance Program through TxDOT - TBD, but AP probably due Dec 2022

Sub-Task 2.1 – Grant Application Outreach

- Tetra Tech will provide support to the County for outreach to County departments and potential sub-recipients on project and grant milestones and deadlines.
- Tetra Tech will create initial, follow-up, and final messaging for County departments and sub-recipients to include email communications which outline grant and project guidance and eligible costs.
- Tetra Tech will utilize RecoveryTrac™ for management of outreach responses and RFIs from County departments and sub-recipients.

Sub-Task 2.2 - Eligibility Recommendations for Projects and Grants

- Tetra Tech will support the County by establishing eligibility criteria for projects and grants and ensuring County departments and sub-recipients are aware of these criteria.
- Tetra Tech will make eligibility recommendations to County staff on potential grant and project applications.

Sub-Task 2.3 - Application Assistance for Formula Grant Funding

- Tetra Tech staff will perform direct assistance to County departments and sub-recipients on formula grant application creation, submission, and overall management of block (or formula) funded grant opportunities
- Tetra Tech will capture and disseminate periodic “best practices” being shared with grant applicants
- Tetra Tech staff will conduct one-on-one support for entities applying for grants as needed
- Weekly reports will be created by Tetra Tech and submitted to County leadership to track numbers of grant applications, number reviewed, and number recommended for consideration as eligible
- Grant application closeout support will be provided to grant recipients, both internal and external to the County

Sub-Task 2.4 - Application Assistance for Competitive Grant Funding

- Tetra Tech staff will perform direct assistance to County departments and sub-recipients on competitive grant application creation, submission, and overall management of competitive grant opportunities
- Tetra Tech will capture and disseminate periodic “best practices” being shared with grant applicants
- Tetra Tech staff will conduct one-on-one support for entities applying for grants as needed
- Weekly reports will be created by Tetra Tech and submitted to County leadership to track numbers of grant applications, number reviewed, and number recommended for consideration as eligible
- Grant application closeout support will be provided to grant recipients, both internal and external to the County

Task 3 – Technical Assistance

In support of the County’s IIJA program, Tetra Tech will provide expert-level technical assistance on all aspects of grant and project management, to include federal policy guidance, grant and project proposal support, and the creation and implementation of a document repository for County, Tetra Tech, and external audit personnel use as required.

Tetra Tech will actively monitor applicable sources for new guidance and Grant/Fund requirements, as well as explore new reimbursement or cost recovery opportunities not yet identified. Tetra Tech will also assist the County with facilitating communications between applicable Federal, State, and other local stakeholders as requested. Tetra Tech will also provide expert guidance and advisory services regarding applicable legislation, regulations, policies, and rules related to the Infrastructure Investment and Jobs Act (IIJA/P.L. 117-58), Federal Procurement rules, etc.

Sub-Task 3.1 – General Technical Assistance

- Technical assistance for project and grant proposals, to include both recipient and sub-recipient support
- Technical assistance on compliance with federal reporting requirements from each federal agency that funds are awarded
- Guidance on internal control procedures necessary to comply with federal guidance, to include recipient and sub-recipient grant applications, project management, sub-recipient monitoring and project closeouts

Sub-Task 3.2 – Subrecipient Monitoring

- In accordance with the Department of Treasury policies and procedures, as well as the Infrastructure Investment and Jobs Act (IIJA/P.L. 117-58), Tetra Tech will perform sub-recipient monitoring of funding provided to other entities by the County from the IIJA awards.
- Monitoring includes examination of required sub-recipient periodic reporting, invoicing, and closeout procedures.

Sub-Task 3.3 – Documentation Repository Management

- Tetra Tech will plan and execute the creation, standup, and use of an IT portal to allow for transparent tracking of sub-recipient grant and project management, to include a depository for period reports and closeout documents.
- This portal will also include a shared document library containing relevant project documentation and communications that pertain to IIJA projects and programs and reconciled project costs, and the tracking and management of Requests for Information (RFIs)
- Tetra Tech will assist with compiling and organizing project documentation collected by the County and stored in a mutually agreed upon shared location to support the County with responding to subsequent audit requests pertaining to IIJA projects.
- Important elements of this audit support task order will be to:
 - Assist the County in establishing a grant management tracking system that will allow the County to track each discrete grant-related expenditure by department and assign it to a federal grant program.
 - Provide audit support of the cost data (time sheets, project specific costs, outgoing payments to funding recipients (residents, businesses) to ensure activities have been performed to follow County project SOPs and guidelines to avoid fraud, waste, and abuse of funds that could result in the defunding of the activity by the sponsoring federal agency.

Tetra Tech’s level of support will be flexible to allow for costs to be moved from one federal funding program to another as new guidance is provided. Our project team will organize in such a way to allow for easy audit of the data by state and federal audit agencies that may perform audits for their respective funds provided (e.g., Department of Transportation) and allow for the County and Tetra Tech to audit the data easily in preparation for audits.

Task 3 Deliverable(s): Tetra Tech will execute an IT Portal to manage, and document required reporting, closeout documents, other project management documents for the recipient and subrecipient, and RFIs. In addition, a weekly report will be provided to County leadership for tracking of monitoring efforts.

C. PROJECT PERIOD OF PERFORMANCE

The proposed project scope and project cost are based on a project term of twelve (12) months.

D. PROJECT COST

The proposed estimated budget of **\$393,272** 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 the Master Services Agreement between the County and Tetra Tech (Job No. 19-041 for All Hazards Planning), dated July 9, 2019. Table 1 shows the estimated cost breakdown by task. Table 2 outlines the anticipated staff positions and level of effort for these services.

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

Project Task	Estimated Total
Task 1: Program Design and Management	\$40,768.00
Task 2: Grant Management	\$312,620.00
Task 3: Technical Assistance	\$39,884.00
Estimated Total:	\$393,272.00

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

Labor Category	Estimated Hours	Hourly Rate	Estimated Total
Project Manager II	156	\$112.00	\$17,472.00
Senior Consultant	1,286	\$135.00	\$173,610.00
Program Manager	52	\$145.00	\$7,540.00
Senior Program Manager	1,182	\$155.00	\$183,210.00
Subject Matter Expert	52	\$220.00	\$11,440.00
Estimated Total			\$393,272.00

[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 deliverable and more hours within another deliverable.

E. PROJECT ASSUMPTIONS

The scope of services and project costs were developed with the following assumptions and exclusions: (*Changes to these assumptions may impact the initial cost estimate and warrant a request for an increase*)

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within 3 business days of the request from Tetra Tech, including available documentation substantiating costs incurred in conjunction with the work performed. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this project. Information presented will be accepted as factual. If information is not available to Tetra Tech upon request, the project deliverables may be delayed. To the extent that Tetra Tech must instead help the County to recreate this information by contacting contractors or other County personnel, the costs of this time would be grounds for increasing the estimate above.
- **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.
- **Eligibility Determinations.** Tetra Tech cannot make eligibility determinations. Only the federal grant can do this under the federal programs. While Tetra Tech cannot guarantee a specific item is eligible to the County paid for with IIJA funds received by the County, Tetra Tech will provide the County with its most informed opinion regarding eligibility on a given expense based upon current guidance released by federal agencies operating under the IIJA. The County understands that the federal government determines what is eligible as guidance is being further refined. Tetra Tech, upon request by the County, will provide written explanation regarding Tetra Tech's opinions on the use of IIJA funds.
- **Meetings.** Tetra Tech make Subject Matter Expert staff available to attend County of Fort Bend Team meetings, and will be prepared to discuss findings, compliance requirements, recommendations regarding Grant/Fund selection, and provide additional regular updates as agreed upon by both parties. Tetra Tech will also attend and hold recurring meetings with relevant County points of contact to discuss ongoing tasks and challenges so long as it falls within the scope and budget of this agreement.
- **Personnel.** It is understood that the County of Fort Bend may, from time to time, request additional personnel or seek personnel with defined, specialized skills to support its mission and priorities. The position titles and rates contained in the Contract and supplemental positions are approved for use under this Task Order.
- **Deliverables.** Tetra Tech will not disclose the deliverables relating to the services to a third party, including internal departments without written approval by the designated County of Fort Bend Project Manager or designee.

- **Methods.** Except as otherwise provided in the Contract, the County acknowledges that during its performance under the Contract, the Consultant may use products, materials, and methodologies proprietary to the Consultant, and the County agrees that it will have or obtain no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement (if) executed by the parties.
- **Data Transfer:** At mutually agreed upon frequency or no later than the conclusion of the project, Tetra Tech will facilitate the transfer of data from the Shared Document Library containing relevant project documentation and communications that pertain to IJA projects and programs and reconciled project costs.
- **Work Location.** Due to the ongoing nature of the pandemic, work may be performed remotely. At the request of the County, in-person meetings may be accommodated in compliance with the most up-to-date social distancing guidance provided to the community.
- **Other Assistance Needed.** The budget presented is limited to the scope of work included in the proposal. Should the County Project Sponsor request additional assistance on activities related to IJA support, it should be requested through the Task Order Amendment Process. To the extent that the County requests more robust consulting support outside of this scope and budget or with programs outside of the scope, Tetra Tech will detail a separate scope, timeline, and budget for the requested effort in a separate task order submission to the County for approval.
- **Project Schedule:** Tetra Tech will work with the County to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed.
- **Reporting.** Tetra Tech will develop and provide a weekly activity report which will detail action items and tasks performed under this task order.
- **Duration of Work.** The estimated project term is 12 months or until the funds have been expended in full. The period of performance may be extended upon approval by both parties. To the extent the term is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and/or budget.
- **Acceptance of Deliverables.** Deliverables will be submitted to the County in draft format. The County's comments should be provided within 2 calendar days to meet project timelines. Upon incorporation of revisions to the draft deliverables and one final resubmission to the County, the deliverables will be considered accepted.
- **Federal Requests.** The County will forward requests from federal agencies within an appropriate timeframe of receiving the requests. Tetra Tech will respond to federal agencies requests on behalf of the County as directed.
- **Invoicing / Payment.** The County will be invoiced monthly. Payment terms are net 30 days.
- **Proposal.** This proposal is based on our current understanding of the project and revisions are 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 Contract/Purchase Order by reference or incorporated as an exhibit.

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:
 2022-950169

Date Filed:
 10/31/2022

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:
 11/08/2022

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.
 RFP 19-041
 Infrastructure Investment and Jobs Act Consulting Support

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)