

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF BEASLEY WATER WELL PROJECT FOR FORT BEND COUNTY
RFQ 22-030**

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 Kaluza, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering and surveying services for the design of the City of Beasley new water well pursuant to RFQ 22-030 (hereinafter “Services”); and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant 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

Consultant shall render the professional engineering services as described in Consultant’s Scope of Work, attached hereto as Exhibit A, and incorporated herein for all purposes and relevant portions of its Statement of Qualifications issued in response to RFQ 22-030.

Section 2. Personnel

2.1 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.

2.2 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

3.1 Consultant's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred twelve thousand six hundred dollars and no/100 (\$212,600.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 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 County.

3.3 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 staff person designated by the County Engineer, 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 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.

3.4 Consultant understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Consultant represents that it is and will remain in compliance with all federal and or state terms as stated in Exhibit B attached hereto and incorporated herein for all purposes.

Section 4. Limit of Appropriation

4.1 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 twelve thousand six hundred dollars and no/100 (\$212,600.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 twelve thousand six hundred dollars and no/100 (\$212,600.00).

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 December 31, 2026. 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.

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 Consultant 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 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.

7.2.2 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 7.1 above.

7.3 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.

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 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

10.1 Prior to commencement of the 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 (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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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 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.

10.3 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 that work under the Agreement is completed.

Section 11. Indemnity

11.1 CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

11.2 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.

11.3 Consultant's duty to 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.

11.4 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 never-the-less 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.

11.5 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.

11.6 The provision by Consultant of insurance shall not limit the liability of Consultant under this Agreement.

Section 12. Confidential and Proprietary Information

12.1 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.

12.2 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.

12.3 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.

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

12.5 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.

Section 13. Independent Consultant

13.1 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.

13.2 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

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 Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Consultant: Kaluza, Inc.
3014 Avenue I
Rosenberg, Texas 77471

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

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. Standard of Care

Consultant represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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 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. 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.

Section 25. Certain State Law Requirements for Contracts

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

25.1 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.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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 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.

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 date signed by the last party hereto.

FORT BEND COUNTY

KALUZA, INC

KP George, County Judge


Authorized Agent – Signature

Date

Llarance Turner, R.P.L.S.
Authorized Agent – Printed Name

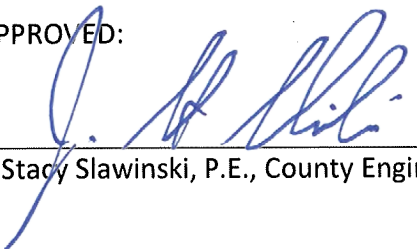
ATTEST:

President
Title

Laura Richard, County Clerk

May 18, 2022
Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

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

ATTACHMENT “A”



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

SCOPE OF WORK FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE CITY OF BEASLEY, FORT BEND COUNTY, TEXAS

The following scope of work consists of Professional Engineering and Surveying Services to be provided to Fort Bend County, hereinafter called “OWNER” by Kaluza, Inc., hereinafter called "ENGINEER".

Base engineering and surveying services and related project services for the Project are summarized as follows:

Scope of Work

This Project generally includes the design, bidding, and construction phase services for a water plant and related water distribution system connections (“Project”) on land previously acquired and currently being acquired separately by the City. Subject to final engineering design, the Project is anticipated to include one (1) groundwater water well, one (1) ground storage water tank, one (1) hydropneumatic pressure tank, booster pumps, disinfection system, generator, connection to the existing City potable water system, site and drainage improvements, and related facilities. The Project will be designed to accommodate future expansion facilities as determined during the Preliminary Design Phase of the Project. ENGINEER shall provide the following services in connection with the development of the Project:

I. PROJECT MANAGEMENT

- a. ENGINEER will confirm Project scope and layout with input from the OWNER and the City.
- b. ENGINEER will coordinate with Project design team, including geotechnical, electrical and other engineering subconsultants.
- c. ENGINEER will conduct Internal Kickoff Meeting – ENGINEER will conduct an internal meeting with the Project team to outline the project scope, schedule, and budget.
- d. ENGINEER will conduct Project Kickoff Meeting with OWNER and the City to review the scope of services and project schedule, and to discuss Project design, operations, security layout, and Project preferences.

II. PROJECT DESIGN PHASE

- a. **Preliminary Design Phase** (30% Design) - ENGINEER shall provide professional services as required to complete this phase of the Project:
 - i. ENGINEER will coordinate Project requirements with the OWNER and the City.
 - ii. ENGINEER will coordinate with utility companies to determine if any utility relocations are required and coordinate any service reconnections.
 - iii. ENGINEER will prepare 30% complete design plans for the Project, including on-site and off-site improvements.
 - iv. Prepare an Opinion of Probable Construction Cost (OPCC) for the Preliminary Design.
 - v. ENGINEER will meet with the OWNER to review and solicit comments from the OWNER regarding the Preliminary Design.
 - vi. Deliverables, in addition to electronic copies in Adobe Acrobat (pdf) format that will be provided:
 1. Three (3) reduced paper copies (11" x 17") of the 30% plans (electrical drawings not required);
 2. Proposed table of contents with lists of anticipated specifications;
 3. Three (3) paper copies of the Geotechnical Report; and
 4. Three (3) paper copies of the OPCC for the Preliminary Design.

- b. **Final Design Phase** (90% Design) - ENGINEER shall provide professional services as required to complete this phase of the Project:
 - i. ENGINEER will prepare 90% Design Plans.
 - ii. Design Plans will include:
 1. Electrical and instrumentation for the Project.
 2. Coordination with local electric utility and meet with the local utility provider on site as necessary to complete the Project design.
 - iii. ENGINEER will coordinate with the OWNER and the City related to the Project.
 - iv. ENGINEER will provide 90% complete design plans including final Project layout, elevation, details, and specifications for the Project, showing tank layout, inlet and outlet lines, drains, overflow, interior and yard piping, access ladders, valves, pump station, and associated site improvements.
 - v. Prepare OPCC for the Final Design.
 - vi. ENGINEER will meet with the OWNER and the City to discuss the 90% Final Design.
 - vii. Deliverables, in addition to electronic copies in Adobe Acrobat (pdf) format that will be provided:
 1. Three (3) full-size (24" x 36") paper copies of the 90% plans;
 2. Three (3) paper copies of the 90% contract documents; and
 3. Three (3) paper copies of the OPCC updated for the Final Design.

- viii. Permitting – ENGINEER will prepare the Texas Commission on Environmental Quality (TCEQ) compliance letter and submit required plans and documentation in accordance with the requirements of TAC Chapter 290 for approval of the Project.
- ix. ENGINEER will address comments on the 90% Design with the preparation of the bidding documents.

III. BID /CONTRACT AWARD PHASE

- a.. Upon completion of final design services, the OWNER will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the OWNER and provided to the ENGINEER in Adobe Acrobat (pdf) format. The ENGINEER will prepare a single project manual file in Adobe Acrobat format, consisting of:
 - Administrative documents
 - The bid form (prepared by ENGINEER)
 - A sealed specification table of contents
 - Applicable specifications and documents
- b. Attend a pre-bid meeting at the County Purchasing Office.
- c. ENGINEER will prepare a bid tabulation and provide a copy to the OWNER.

IV. CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services, ENGINEER will proceed with the performance of construction phase services as described below. ENGINEER will endeavor to professionally represent the OWNER in providing these services, however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor.

- a. ENGINEER will assist OWNER in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- b. ENGINEER, with the OWNER, will establish and maintain a Project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of the Contractor's submittals and provide for filing and retrieval of Project documentation. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Projects. Monitor the progress of the

Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

- c. Based on ENGINEER'S observations, review Payment requests and supporting documentation submitted by Contractor, the ENGINEER shall recommend the amount to Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- d. ENGINEER will make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative (RPR)) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort ENGINEER will endeavor to professionally represent the OWNER and the City in observing the work of Contractors and will report any observed deficiencies to OWNER and the City.
- e. ENGINEER will notify the Contractor of non-conforming work observed on site visits. Review quality related documents provided by the Contractor such as tests reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- f. ENGINEER will monitor the work of testing laboratories and inspection companies required for the testing or inspection of materials for quality control of the project. The cost of such quality control shall be paid by OWNER and is not included in the services to be performed by engineer.
- g. ENGINEER will interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications shall be handled as Additional Services.
- h. ENGINEER will establish procedures for administering changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the OWNER to determine the cost and time impacts of the changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents or as requested by the Contractor and approved by the OWNER may, at the sole option of the ENGINEER, be handled as Additional Services. Substitutions of materials or equipment or design modifications requested by the OWNER may, at the sole option of the ENGINEER, be handled as Additional Services.
- i. ENGINEER will prepare documentation for contract modifications required to implement modifications in the design of the Project. Receive and evaluate notices of Contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the Contractor or available in the Project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER, if appropriate.

Providing these services to review or evaluate construction Contractor(s) claim(s), supported by causes not within the control of ENGINEER may, at the sole option of the ENGINEER, be handled as Additional Services.

- j. ENGINEER will assist in the transfer of and acceptance by the Contractor of any OWNER and/or City furnished equipment or materials.
- k. ENGINEER will conduct, in company with representatives of the OWNER and the City, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, operations and maintenance manuals, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- l. ENGINEER will assist the OWNER in the transfer of facilities to the City.
- m. ENGINEER will revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the Project made during construction. One (1) set of prints and one (1) electronic PDF on a CD of "Record Drawings" shall be provided by ENGINEER to OWNER.

V. CONSTRUCTION INSPECTION

- a. The ENGINEER will have a part-time Resident Project Representative (RPR) on Site. The RPR will conduct specific inspections for the Project, including but not limited to underground construction, foundations, structures and site improvements. The duties, responsibilities and the limitations of authority of the RPR, including designated assistants, are as follows:
 - i. RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions.
 - ii. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER and City advised as necessary, RPR's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor.
 - iii. RPR shall communicate with OWNER with the knowledge of and under the direction of ENGINEER.
- b. Duties and Responsibilities of RPR:
 - i. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 - ii. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other

project-related meetings, and prepare and circulate copies of minutes thereof, unless directed otherwise.

iii. Liaison:

1. Serve as ENGINEER's liaison with Contractor, working principally with the Contractor's superintendent to communicate the intent of Contract Documents and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect City's on-site operations.
2. Assist in obtaining additional details or information from OWNER, when requested.

iv. Shop Drawings and Samples:

1. Record date of receipt of Shop Drawings and Samples.
2. Receive samples which are furnished by Contractor and notify ENGINEER of availability of Project Samples for examination.
3. Advise ENGINEER and Contractor, of the commencement of any work requiring a shop drawing or Sample, if the submittal has not been approved by ENGINEER.

v. Review of Contractor's Work - Inspections and Tests:

1. Conduct on-site observations of the Work in progress to determine if the work is proceeding in general accordance with the Contract Documents.
2. Based on the information, knowledge and belief of RPR, report to ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing inspection or approval.
3. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

vi. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

vii. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with RPR's

recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

viii. Records:

1. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.

ix. Reports:

1. Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 2. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 3. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend Written Amendments, Change Orders, Work Change Directives, and Field Orders to ENGINEER.
 4. When known, report immediately to ENGINEER and OWNER the occurrence of any accident.
- x. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payments requested to the schedule of values, work completed and materials and equipment at the Site, but not incorporated in the Project.
- xi. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Project. The OWNER will be responsible for delivering certificates, maintenance and operation manuals, and other applicable materials to the City.

c. Completion:

- i. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractors a list of observed items requiring completion or correction.
- ii. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work,

including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- iii. Conduct a final inspection in the company of ENGINEER, OWNER, City and Contractor and prepare a final list of items to be completed or corrected.
- iv. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

VI. GEOTECHNICAL INVESTIGATION

The Geotechnical Engineer will perform the geotechnical investigation including the following services:

- a. Drill one (1) 50-foot deep soil boring and two (2) 20-foot deep soil borings at locations beneficial to the Project as determined by the ENGINEER.
- b. Collect samples at appropriate intervals from ground level to the boring termination depth.
- c. Perform lab testing consisting of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, unconfined compression, and unconsolidated undrained triaxial tests depending on the soil types encountered or as otherwise determined for the Project.
- d. Produce an engineering report to include:
 - i. Foundation, type and depth, and allowable bearing capacities for the improvements.
 - ii. Design parameters for the proposed foundations.
 - iii. Settlement analysis for the ground storage and pressure tanks.
 - iv. Select fill criteria and other criteria as required for the design of the Project.
 - v. Geotechnical recommendations for the tank and building foundation construction.

VII. TOPOGRAPHIC SURVEYING

Surveyor will provide a topographic survey conforming to the Texas Society of Professional Surveyors in the Manual of Practice for Land Surveying in the State of Texas and includes all work necessary to show the following on the survey plat:

- a. Surveyor will indicate the flood zone designation (with property annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only). If the property resides in two or more zones, then the survey shall clearly display the limits of each zone by graphically transposing each zone line from the FIRM to the survey.
- b. Surveyor will indicate property lines with bearings and dimensions clearly marked that match the legal description and form a mathematically closed figure.

- c. Surveyor will identify and show all easements of record as listed in the most recent title commitment or title examiner's report IF furnished by OWNER. Reference to source shall be shown on the survey plat.
- d. Surveyor will locate all improvements and show:
 - i. Substantial, visible improvements such as signs, parking areas or structures, driveways, light poles, etc.
 - ii. Indication of access to a public way such as curb cuts or driveways marked. Include street medians affecting property.
 - iii. Roadway medians and openings within 50' of the property.
- e. Surveyor will show the location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by:
 - i. Observed evidence together with plans and markings provided by OWNER, utility companies, companies, and other appropriate sources (with references as to the source of the information).
 - ii. Manholes, catch basins, valve vaults or other surface indications of subterranean uses; wires and cables crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and utility company installations on the surveyed premises. Include visible meters, valves, etc.
 - iii. For hidden underground utilities, the Surveyor is to show the approximate location of underground connecting lines as may be discernible from visible appurtenances.
 - iv. For heavy underground gravity flow utilities, such as storm and sanitary sewers, the surveyor shall show the direction of flow as may be discernible from visible appurtenances.
- f. Surveyor will show topographic survey elevations on an appropriately spaced grid (not to exceed 100-foot spacing), extended to 50' beyond the Project limits (where accessible) and to the centerline of the adjacent roadways and natural drainage courses. Include elevations of all improvements, back of curb, edge of pavement, etc. Vertical Datum shall be based upon the North American Vertical Datum of 1988 (NAVD88), U.S. Survey Foot.
- g. Surveyor will locate horizontally all visible surface features within the Project limits. Surface features include all manholes, storm inlets, signs, access drives, roadways (type of surface indicated), structures, power poles and guy wires, transformer pads, water valves (excluding sprinkler system), sidewalks, fire hydrants, water meters, utility markers and markings and any other visible surface feature not listed here.
- h. Utility locations shall include top of rim elevations, flow line elevations and size and type of pipe, of sanitary and storm sewer lines where accessible. All other utilities will be horizontal locations only.

VIII. ADDITIONAL SERVICES

If authorized by OWNER, ENGINEER will furnish Additional Services that are not considered a normal or customary part of the Scope of Work. Additional Services shall

be paid for on an hourly basis at the rates shown in the Schedule of Hourly Rates by Personnel Classifications (Attachment "B"). Separate budgets will be established for any Additional Services authorized by the OWNER.

Schedule

- Preparation of the plans and specifications for the project is anticipated to take one hundred eighty (180) days barring unforeseen delays beyond the control of the ENGINEER.
- Bid and contract phase activities are estimated to take sixty (60) days in accordance with the OWNER's procedure.
- Schedule for Construction Phase activities will be dictated by the construction Contractor's schedule.

Compensation

Engineering and surveying services to be provided under this contract shall be compensated as outlined below:

Project Design Services (Items I, II., III., VI. & VII.) = (These Services to be billed on percentage complete.)	\$ 167,300.00
Construction Phase Services Budget (Items IV. & V.) = (These Services to be billed hourly.)	\$ 37,300.00
Additional Services Budget = (These Services to be billed hourly.)	\$ 8,000.00
Total =	<u>\$ 212,600.00</u>

ENGINEER will invoice OWNER on a monthly basis for services rendered during the preceding month. Invoices will be based on the ENGINEER's estimate of percentage completion to date of invoice. OWNER agrees to remit the ENGINEER's invoices in full within thirty (30) days of receipt.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

ATTACHMENT "B"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective January 2022

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 195.00/Hour
Sr. Project Manager.....	\$ 170.00/Hour
Project Manager.....	\$ 160.00/Hour
Survey Manager.....	\$ 155.00/Hour
Project Engineer.....	\$ 125.00/Hour
Project Surveyor.....	\$ 100.00/Hour
Sr. Designer.....	\$ 100.00/Hour
Designer.....	\$ 90.00/Hour
CAD Technician.....	\$ 75.00/Hour
Contract Coordinator.....	\$ 70.00/Hour
Administrative Assistant.....	\$ 65.00/Hour
Field Party (2 Men).....	\$ 135.00/Hour
Field Party (3 Men).....	\$ 155.00/Hour
Field Party (4 Men).....	\$ 165.00/Hour
Construction Observation.....	\$ 800.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$75.00/Set.
3. ATV Rental - \$130.00/Day.
4. Other Consultants at actual cost.
5. All Other Expenses at actual cost.
6. Global Positioning System (GPS) Surveying an additional charge of \$30.00 per hour will be charged for equipment.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

EXHIBIT B

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.