

STATE OF TEXAS

COUNTY OF FORT BEND

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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and KALUZA, INC. (“Kaluza”), a company authorized to do business in the State of Texas. County and Kaluza may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, County desires that Consultant provide professional engineering services related to the design of improvements to the Bowen Street Sanitary Sewer Line in Stafford, Fort Bend County, Texas (hereinafter “Services”) pursuant to RFQ 24-060; and

WHEREAS, County has determined Kaluza is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Kaluza 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, Kaluza represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Kaluza shall render services to County provided in Kaluza's Proposal attached hereto as Exhibit "A" incorporated by reference for all intents and purposes (the "Services").
3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Kaluza's receipt of Notice to Proceed and shall end no later than Sixty (60) calendar days after the date County's Notice to Proceed. Kaluza shall complete the Services within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
 - (a) Kaluza's fees for the Services shall be calculated at the rate(s) set forth in Kaluza's Proposal in the attached Exhibit "A." The Maximum Compensation to Kaluza for the Services performed under this Agreement is Twenty-Four Thousand Nine Hundred Forty and 00/100 Dollars (\$24,940.00). In no event shall the amount paid by County to Kaluza under this Agreement exceed said Maximum Compensation without an approved change order.

- (b) Kaluza understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit “A.”
 - (c) County will pay Kaluza based on the following procedures: Kaluza shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Kaluza may submit electronically via: apauditor@fortbendcountytexas.gov. 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.
 - (d) Kaluza understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Kaluza represents it is and will remain in compliance with federal terms as stated in Exhibit “B.” These terms flow down to all third party contractors and their subcontractors at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. Contractor shall require that these clauses shall be included in each covered transaction at any tier.
5. **Limit of Appropriation.** Kaluza understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Twenty-Four Thousand Nine Hundred Forty and 00/100 Dollars (\$24,940.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Kaluza 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 Twenty-Four Thousand Nine Hundred Forty and 00/100 Dollars (\$24,940.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Kaluza does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Kaluza may become entitled to and the total maximum sum that County may become liable to pay to Kaluza under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Twenty-Four Thousand Nine Hundred Forty and 00/100 Dollars (\$24,940.00).
6. **Taxes.** County is a political subdivision of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Kaluza.
7. **Insurance.** Prior to commencement of the Services, Kaluza 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. Kaluza shall provide certified copies of insurance endorsements and/or policies if requested by County. Kaluza 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. Kaluza shall obtain such insurance written on an Occurrence form 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:

- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) 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.
- (c) 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.
- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

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

If required coverage is written on a claims-made basis, Kaluza 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 the work under this Contract is completed.

Kaluza shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Kaluza.

8. **Indemnity. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, KALUZA SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE,**

INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBKALUZA OR SUPPLIER COMMITTED BY KALUZA OR KALUZA'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH KALUZA EXERCISES CONTROL. KALUZA SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY AS AN ADDITIONAL INSURED.

9. **Public Information Act.** Kaluza expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Kaluza for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Kaluza expressly marked as proprietary or confidential. County shall not be liable to Kaluza for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Kaluza further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
10. **Compliance with Laws.** Kaluza shall comply with all federal, state, and local laws, statutes, ordinances, rules, 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. Kaluza in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
11. **Independent Contractor.** In the performance of work or services hereunder, Kaluza shall be deemed an independent Kaluza, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Kaluza. Kaluza 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.
12. **Use of Customer Name.** Kaluza may use County's name without County's prior written consent only in Kaluza's customer lists. Any other use of County's name by Kaluza must have the prior written consent of County.
13. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
14. **Personnel.** Kaluza represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Kaluza shall furnish and maintain, at its own expense, adequate and

sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Kaluza shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Kaluza or agent of Kaluza who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Kaluza shall comply with, and ensure that all Kaluza's Personnel comply with, all rules, regulations and policies of County that are communicated to Kaluza in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

15. Confidential and Proprietary Information.

Kaluza 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 Kaluza 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 Kaluza 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 Kaluza) publicly known or is contained in a publicly available document; (b) is rightfully in Kaluza'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 Kaluza who can be shown to have had no access to the Confidential Information.

Kaluza agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Kaluza 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. Kaluza 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, Kaluza shall advise County immediately in the event Kaluza 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 Kaluza will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Kaluza against any such person. Kaluza agrees that, except as directed by County, Kaluza 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, Kaluza will promptly turn over to County all documents, papers, and other matter in Kaluza's possession which embody Confidential Information.

Kaluza 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. Kaluza 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.

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

16. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Kaluza as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Kaluza shall promptly furnish all such data and material to County on request.
17. **Inspection of Books and Records.** Kaluza shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Kaluza for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Kaluza shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
18. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Kaluza. Upon termination of this Agreement by County, Kaluza shall be compensated in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Kaluza's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Kaluza by County.
19. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event,

but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

20. **Assignment.** Kaluza may not assign this Agreement to another party without the prior written consent of County.
21. **Successors and Assigns Bound.** County and Kaluza each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
22. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Kaluza release any material or information developed or received during the performance of Services hereunder unless Kaluza obtains the express written approval of County or is required to do so by law.
23. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County
Attn: Purchasing Agent
301 Jackson, Ste. 201
Richmond, Texas 77469

And: Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Kaluza: Kaluza Inc.
Attn:
3014 Avenue I
Rosenberg, Texas 77469

24. **Performance Representation.** Kaluza represents to County that Kaluza has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession

(“Professionals”) practicing in the greater Houston metropolitan area. Kaluza shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

25. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
26. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
27. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
29. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Kaluza hereby verifies that Kaluza and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) 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.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kaluza 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 § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kaluza 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 § 809.001 of the Texas Government Code.

- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kaluza 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- 30. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, KALUZA ACKNOWLEDGES THAT FORT BEND COUNTY DRAINAGE 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.
- 31. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
- 32. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 33. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Kaluza hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KALUZA, INC.

KP George, County Judge

Llarance Turner

Authorized Agent – Signature

Llarance Turner

Date

Authorized Agent- Printed Name

President

ATTEST:

Title

12-07-2024

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County Drainage County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\purchasing\purchasing\kaluza, inc. (24-purch-101007)\agreement for professional engineering services -- kaluza, inc..docx (DRP 11.20.24)

Exhibit A

ATTACHMENT "A"

COUNTY OF FORT BEND DESIGN FOR THE CONSTRUCTION OF BOWEN STREET SANITARY SEWER LINE FIFTH STREET WATER SUPPLY CORPORATION FORT BEND COUNTY, TEXAS

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

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

Project Description:

Bowen Road sanitary sewer project consists of preparing engineering construction plans for the construction of a new 8" sanitary sewer line in the road right-of-way. The new sanitary sewer line will start at the intersection of Fifth Street and extend approximately 350' north to the end of Bowen Street. The new sanitary sewer line will include connecting all the existing homes along Bowen to the new sanitary sewer line and abandon existing private septic systems. The proposed project area of Bowen Street right-of-way lies in the City Limits of Missouri City and the property being served by this project lies in Fifth Street Water Supply Corporation.

Scope of Work:

Engineering and surveying services and for the project is summarized as follows:

I. Preliminary Engineering Design Phase Services

- (1) Preliminary engineering design phase. The expected work tasks are as follows:
 - Establish a typical cross section.
 - Determine right-of-way acquisition needs.
 - Determine potential conflicts with existing facilities and utilities.
 - Identify critical path items.
 - Identify problem areas and potential resolutions.
 - Prepare a construction cost estimate.
 - Prepare 30% plans.
- (2) 30% plan sets will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. 30% of plans will be prepared on 11" x 17" paper.
- (3) Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.). A reasonable amount of research will be conducted, including contact with companies identified on above-ground marker, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers will be obtained. An appropriate attempt will be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features shall be identified. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the COUNTY.
- (5) Assist and support the COUNTY in Stakeholders' meeting and meet with the County Staff and Consultants to gather input on the Project.

**I. Fee for Preliminary
Engineering Design Services = \$ 4,250.00**

II. Final Engineering Design Phase Services

The expected work tasks are as follows: Prepare final engineering plans and include drawings, a specification table of contents, and a construction cost estimate. Applicable design criteria include, in order of priority, (1) Fort Bend Water Control and Improvement District No. 2 design criteria, (2) Texas Commission on Environmental Quality, (3) City of Missouri City, (4) Fort Bend County Environmental Health Criteria and (5) Applicable Texas Department of Transportation design criteria (all County-maintained items as applicable).

(1) The 70% submittal shall include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, ENGINEER firm name and registration number)
- Typical cross sections
- Overall project layout
- Plan and profile sheets (1" = 20' plan scale but printed half-size for a 1" = 40' scale; all existing and proposed facilities correctly shown in plan and profile)
- Traffic control plan (phasing and traffic control)
- Storm Water Pollution Prevention Plan
- Specification table of contents
- Bid form with estimated unit and total costs.
- General notes sheet.
- Standard construction details
- Project manual (specification table of contents, and special specifications or conditions; contract documents excluded)

Three (3) copies of the 95% submittal will be submitted for County review, and drawings will be submitted on 24" x 36" sheets.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

**II. Fee for Final
Engineering Design Services = \$ 9,500.00**

III. Bidding and Construction Phase Services

(1) Bidding Phase Services will include:

- Upon completion of final design services, the COUNTY will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the COUNTY 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
- Prepare electronic documents with one project manual file and construction plans to be delivered to the County Purchasing Agent for advertising.
- Attend a pre-bid meeting at the County Purchasing Office.
- ENGINEER will prepare a bid tabulation and provide a copy to the COUNTY.

(2) Construction Phase Services will include:

- (A) Make periodic visits to the Project to observe the progress and quality of the work being performed.

- (B) Conduct preconstruction meeting.
- (C) Conduct monthly meetings.
- (D) Consult with COUNTY during construction including:
 - Issue all instructions to the Contractor.
 - Prepare and issue routine Change Orders to the Contractor upon review and approval by the COUNTY.
 - Review and respond to Contractor RFI's.
 - Interpret drawings and specifications.
 - Review project submittals.
 - Review material and equipment tests.
 - Review monthly and final estimate for payment by the COUNTY.
 - Conduct a final inspection of the Project with the COUNTY AND Fort Bend Water Control & Improvement District No. 2 and submit recommendations regarding the Project status.
 - Coordinate 1-year warranty inspection and any required corrective items.

All bid and construction phase services will be paid on a time-and-materials basis.

**III. Fee for Bidding and
Construction Phase Services = \$ 6,050.00**

IV. Surveying Services:

- (1) Bowen Street - Topographic Surveying Services (From Fifth Street to End - Approximately 350 linear feet)
 - Research subdivision plats, rights-of-way, easements, and other available survey elements, which may affect the physical boundaries of the Project. Research Fort Bend County Official Records for current deeds and plats for properties affected by the Project.
 - Project meetings and administration
 - Establish GPS/project control points.
 - Control traverse/locate property corners.
 - Cross sections at 50' intervals
 - Locate utility lines and public infrastructure.
 - Offsite topographic survey of outfall ditches
 - Process fieldwork and establish control/base line.
 - Prepare control, tbm, plan view and right-of-way map

IV. Fee for Surveying Services = \$ 5,140.00

TOTAL ENGINEERING & SURVEYING FEES = \$24,940.00

Additional Services

If authorized by the COUNTY, ENGINEER will furnish the following 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 rate shown in the Schedule of Hourly Rates by Personnel Classification (Attachment "B"). Separate budgets will be established for any Additional Services authorized by the COUNTY.

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME.

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, traffic studies, or other project documents.

3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
4. Assistance to COUNTY as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the COUNTY.

Schedule

Preparation of the plans and specifications for the project is anticipated to take two (2) months.

Bid and contract phase activities are estimated to take two (2) months, once approval to proceed with bid advertisement is received.

Schedule for Construction Phase activities will be dictated by the construction contractor's schedule.

Summary of Compensation

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

I.	Preliminary Engineering Design Phase Services -	\$ 4,250.00
II.	Final Engineering Design Phase Services -	\$ 9,500.00
III.	Bidding and Construction Phase Services -	\$ 6,050.00
IV.	Surveying Services -	\$ 5,140.00
Total Engineering and Surveying Fees =		<u>\$ 24,940.00</u>

ENGINEERS will invoice COUNTY monthly for services rendered during the preceding month. Invoices will be based on the ENGINEER's estimate of percentage completion to date of invoice.

COUNTY agrees to remit ENGINEER's invoices in full within thirty (30) days of receipt of billing.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy.

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective January 2024

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.....	\$ 235.00/Hour
Sr. Project Manager.....	\$ 205.00/Hour
Project Manager.....	\$ 185.00/Hour
Survey Manager.....	\$ 175.00/Hour
Project Engineer.....	\$ 150.00/Hour
Project Surveyor.....	\$ 130.00/Hour
Sr. Designer.....	\$ 120.00/Hour
Designer.....	\$ 110.00/Hour
CAD Technician.....	\$ 95.00/Hour
Contract Coordinator.....	\$ 80.00/Hour
Administrative Assistant.....	\$ 70.00/Hour
Field Party (2 Men).....	\$ 165.00/Hour
Field Party (3 Men).....	\$ 180.00/Hour
Field Party (4 Men).....	\$ 190.00/Hour
Construction Observation.....	\$ 950.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$95.00/Set.
3. ATV Rental - \$145.00/Day.
4. Other Consultants - At cost plus.
5. All Other Expenses - At cost plus.
6. Global Positioning System (GPS) Surveying an additional charge of \$45.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.



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

Exhibit B Federal Clauses

Last Revised 6/27/23

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (APRA)

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act of 2021 (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 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.

2. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual

orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all “federally assisted” Construction Contracts.

The following clause applies for all federally assisted construction contracts where “federally assisted construction contracts” is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

The Davis-Bacon Act requirements do not apply to projects where the expected total cost is under \$10 million dollars and where funding is provided solely with State and Local Fiscal Recovery Funds (SLFRF), except for certain SLFRF-funded construction projects undertaken

by the District of Columbia. For all projects funded solely with State and Local Fiscal Recovery Funds (SLFRF), where the expected total cost is *more than \$10 million dollars* the following clause will apply:

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 Sub-contractors 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 sub-recipient 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.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

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.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

7. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will 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".

8. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the

appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

10. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal,

amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Records and Financial Documents

Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Grantee/Contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

16. Compliance with Section 603 Regulations and Guidance.

Contractor agrees to comply with the requirements of section 603 of the Social Security Act "(the Act)", regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, (1) statutes and regulations prohibiting discrimination applicable to this award, (2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury; (3) Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (4) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and Appendix A to 2 C.F.R. Part 25; and (6) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, and Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.