

RESOLUTION NO. R-3247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING AN AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR THE WASTEWATER TREATMENT PLANT 2 SERVICE AREA – SANITARY SEWER COLLECTION SYSTEM PIPEBURSTING PROJECT, IN THE AMOUNT OF \$338,700.00; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council hereby selects and approves Kaluza, Inc., (Kaluza) to provide project related Engineering Consultant Services for the Wastewater Treatment Plant 2 Service Area – Sanitary Sewer Collection System Pipebursting Project, in response to RFQ No. T6308, in the amount of \$338,700.00.


Section 2. The City Manager is hereby authorized to negotiate and execute for and on behalf of the City, appropriate documents and/or agreements necessary to facilitate said services.

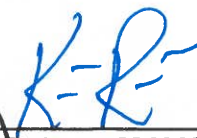
Section 3. A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof for all purposes.


PASSED, APPROVED, AND RESOLVED this 3rd day of May 2022.

ATTEST:

APPROVED:


Danyel Swint, TRMC, CITY SECRETARY


Kevin Raines, MAYOR



**AGREEMENT FOR
ENGINEERING DESIGN SERVICES
WWTP 2 SANITARY SEWER PIPE BURSTING PROJECT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF)**

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT FOR ENGINEERING DESIGN SERVICES (the "Agreement"), is made and entered into this 3rd day of May, 2022 (the "Effective Date") by and between the **CITY OF ROSENBERG**, a home rule municipality under the laws of the State of Texas (the "City"), and **KALUZA, INC.**, a Texas corporation] (the "Engineer"). Collectively, the City and the Engineer may be referred to, together, as the "Parties."

WHEREAS, the City is interested in retaining the services of a professional engineering firm for the City at the City of Rosenberg, Texas, located in Fort Bend County, Texas;

WHEREAS, the Engineer is an engineering firm authorized to do business in Texas and is qualified to perform the professional services the City wishes it to perform;

WHEREAS, the City has determined that the Engineer is the most highly qualified provider of the requested professional services based on demonstrated competence and qualifications and that this Agreement represents a fair and reasonable price for the requested professional services;

WHEREAS, the Engineer represents that it is fully capable of making and qualified to provide assistance to the City and Engineer desires to perform the same;

NOW THEREFORE, for and in consideration of the services, payments, and other valuable consideration contained herein, the Parties agree to the following terms, covenants, and conditions:

**SECTION 1
SCOPE OF AGREEMENT; PERFORMANCE BY ENGINEER**

At the City's sole discretion, the City shall be entitled to engage the Engineer to perform engineering design services, in accordance with the terms and conditions of this Agreement, as those engineering design services relate to the Project. The Engineer agrees to perform such services in accordance with the terms, covenants, and conditions of this Agreement.

The Engineer is being retained to provide professional engineering design services as described in this Agreement to the City based on the Engineer's demonstrated competence and requisite qualifications to perform the scope of work described herein. The Engineer has special knowledge and expertise that is of interest to the City. The City agrees to and hereby does retain the Engineer as an independent contractor, and the Engineer agrees to provide Services, as that term is defined in this Agreement, to the City, in accordance with the terms, conditions, and covenants provided in this Agreement.

**SECTION 2
ENGINEERING DESIGN SERVICES; CHARACTER AND EXTENT OF WORK**

The Engineer shall provide the engineering design services described in Attachment A (Scope of Services) and Attachment A-1 (Fees for Basic Services, Additional Services and Rate Schedules) (collectively, "Services") which are hereby attached and incorporated herein by reference and made a part of this Agreement, subject to the terms and conditions in this Agreement. In the event of a conflict between any term of provision in this Agreement and any term or provision in Attachment A or Attachment A-1, the term or provision deemed most advantageous to the City shall control as determined by the City, acting through the city Manager at his sole discretion unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in said agreement or attachments.

Any mutually agreed upon changes to the terms, conditions, covenants, and provisions to this Agreement shall be set

forth in an amendment to this Agreement. The Engineer will not implement any changes or any new services until an amended agreement has been duly executed by the City. The City shall not be liable for any amounts not included in a duly executed Attachment A or Attachment A-1 or any amendments thereto.

SECTION 3 STATUTORY STANDARD OF CARE

All Services rendered under this Agreement must be performed by the Engineer with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensations laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

SECTION 4 TIME OF COMPLETION

The Engineer shall begin work and the work shall be completed as stipulated in Attachment A and Attachment A-1. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the Services must be coordinated and over which the Engineer has no control.

The prompt completion of the Services is critical to the City. Unnecessary delays in providing services under this Agreement shall be grounds for dismissal of the Engineer and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Engineer prior to the time of termination. Attachment A or Attachment A-1 shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Engineer shall have completed all Services under this Agreement.

SECTION 5 TERM; TERMINATION

This Agreement will commence on the Effective Date and shall remain in effect until completion of the Services, unless earlier terminated as provided herein.

The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of termination of this Agreement, the Engineer shall follow any instructions of the City respecting work stoppage. The Engineer shall cooperate with City and City designees to provide for an orderly conclusion of the Services. The Engineer shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to the City, or the City's designee, at the City's request. If the City elects to continue any activities underlying a terminated Agreement after termination, the Engineer shall cooperate with the City to provide for an order transfer of the Engineer's responsibilities with respect to such Agreement to the City or the City's designee. Upon the effective date of any such termination, the Engineer shall submit a final invoice for payment, and the City shall pay such amounts as are due to the Engineer through the effective date of termination. The City shall only be liable for payment of services rendered before the effective date of termination. If this Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

SECTION 6 CHANGES TO THE PROJECT; ADDITIONAL WORK

The Engineer shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof that have been approved by the City in writing, the Engineer shall make such revisions, if requested, and as directed by the City and such services will be considered as additional work and paid for as specified in accordance with the terms of this Agreement.

The City retains the right to make changes to the Services at any time by a written order. Work that is clearly not within the general description of the Services must be approved, in writing, by the City by supplemental written agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and, therefore, constitutes additional work, the Engineer shall promptly notify the City

of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental written agreement for the additional work, and the City shall compensate the Engineer for the additional work on the basis of the rates contained in Attachment A and Attachment A-1. If the changes deduct from the extent of the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the terms and conditions of this Agreement.

SECTION 7 THE ENGINEER'S COMPENSATION

For and in consideration of the services rendered by the Engineer pursuant to this Agreement, the City shall compensate the Engineer the amount of **\$338,700.00** for "Basic Services," as outlined in Attachment A and Attachment A-1, and up to an additional **\$0.00** for "Additional Services." The total fees paid under this Agreement shall not exceed **\$338,700.00**.

The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Engineer. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Engineer's sole and exclusive remedy shall be to terminate this Agreement.

Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever for performance of this Agreement from the monies of the City other than from the monies designated for this Agreement. The City will only pay for Services rendered and shall not pre-pay for work that has not been performed.

SECTION 8 TIME OF PAYMENT

Engineer shall be provided a purchase order number from the City and such purchase order number shall be referenced on all invoices submitted to the City. Upon completion of the Services, Engineer shall submit to the City Manager, or the City Manager's designee, an invoice, in a form acceptable to the City, setting forth the charges for the Services provided which were delivered during such billing period, and the compensation which is due for same. If the project work shall take more than thirty (30) calendar days, then such invoice shall be submitted to the City on or about the first of each month. The City Manager, or the City Manager's designee, shall review the same and approve it with such modifications, as deemed appropriate. The City shall pay each properly completed invoice as approved by the City Manager, or the City Manager's designee, within thirty (30) days after receipt of a true and correct invoice by the Engineer. The approval or payment of any such invoice shall not be considered to be evidence of performance by the Engineer to the point indicated by such invoice or of the receipt of or acceptance by the City of the Services covered by such invoice.

Invoices shall be submitted to the following address:

City of Rosenberg
Attn: Project Director
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. The City's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

If the City disputes any invoice, the City shall timely pay the undisputed portion and promptly notify the Engineer in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

Final payment shall be due on acceptance of the Services, provided that this Agreement be fully performed and as provided in Attachment A and Attachment A-1.

Before issuance of final payment, the Engineer shall submit satisfactory evidence to the City that all payrolls, materials, bills, subcontractors, and other indebtedness connected with the Services have been paid in full.

SECTION 9 REPRESENTATION AND WARRANTIES OF ENGINEER; OBLIGATIONS OF PROFESSIONAL SERVICE PROVIDER

- a. **Representation and Warranties of Engineer.** The Engineer represents and warrants that:
1. As of the Effective Date of this Agreement, the Engineer is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Engineer's performance under this Agreement or that will in any way limit or conflict with the Engineer's ability to fulfill the terms of this Agreement. The Engineer further represents that it will not enter into any such agreement during the Term of this Agreement;
 2. The Engineer will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable, if any, together with licenses permitting the City to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to the City in connection with the preceding sentence, the Engineer warrants and represents that all work product created under this Agreement shall be original work of the Engineer or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third party;
 3. The Engineer and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and
 4. The Engineer shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Engineer's obligations under this Agreement.
- b. **Work on City Premises.** The Engineer will ensure that its employees and agents will, whenever on City premises, obey all reasonable instructions and directions issued by the City.
- c. **Key Person.** The Parties agree that **Llarance Turner, R.P.L.S.** is essential to the Engineer's performance of the Services offered pursuant to this Agreement, and should this person no longer be active on the City's account or be employed by the Engineer for whatever reason, the City shall have the right to terminate this Agreement on thirty (30) days' written notice.
- d. **Consultation, Reports.** The Engineer agrees to make available the Engineer's representative, who shall be mutually agreed upon by the Engineer and the City, for periodic meetings to review the progress of all work under this Agreement. The Engineer also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Engineer and the City, as well as copies of all documents relating to the Services performed by the Engineer.

SECTION 10 OBLIGATIONS OF THE CITY

The City agrees to make available to the Engineer, upon reasonable notice, such information data, and documentation regarding its facilities and infrastructure as may reasonably be required by the Engineer to complete the Services.

SECTION 11 TERMINATION OF AGREEMENT; OBLIGATIONS OF PARTIES UPON TERMINATION

This Agreement may be terminated:

- (1) By the mutual agreement and written consent of both the Engineer and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or in Attachment A or in Attachment A-1;
- (3) By the City, immediately upon written notice to the Engineer, as consequence of the failure of Engineer to perform the Services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will, without cause, or simply for convenience upon giving at least thirty (30) days' written notice to the Engineer.

Termination of this Agreement shall release each party from all obligations of this Agreement, except as specified in Section 5 of this Agreement.

Upon termination of this Agreement, the Engineer shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.

Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Engineer agrees to render a final invoice to the City for Services performed by the Engineer prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 12 INDEMNIFICATION

TO THE EXTENT ALLOWABLE UNDER SECTION 271.901(A) OF THE TEXAS LOCAL GOVERNMENT CODE, the Engineer shall and does hereby agree to indemnify and hold harmless the City, and all of its present, future and former agents, employees, officials, and representatives harmless in their official, individual, and representative capacities, from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory and whether actual, punitive, consequential, or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by the Engineer – expressly including those arising through strict liability or under the Constitutions of the United States or Texas.

The Engineer and the City expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

SECTION 13 NOTICES AND COMMUNICATIONS

All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by electronic email with confirming copy sent by mail, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY:

City of Rosenberg
Attn: John Maresh, City Manager
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471
Telephone: (832) 595-3310
Email: jmaresh@rosenbergtx.gov

IF TO PROFESSIONAL SERVICE PROVIDER:

Kaluza Inc.

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

3014 Avenue I

Rosenberg, Texas 77471

(281) 341-0808

Email: lturner@kaluzainc.com

**SECTION 14
SUCCESSORS AND ASSIGNS**

The City and the Engineer 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 such other party, in respect to all covenants of this Agreement. Neither the City nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Services. The approval or acquiescence of the City in subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Any subcontract made by the Engineer with the consent of the City must incorporate, by reference, all the terms of this Agreement. The Engineer agrees to guarantee the performance of any subcontractor used in the performance of the Services.

**SECTION 15
OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications, and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, the Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purpose for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

**SECTION 16
ENGINEER'S SEAL**

The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and Services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications, and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

**SECTION 17
INDEPENDENT CONTRACTOR**

Engineer acknowledges that Engineer is an independent contractor of the City and is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, social security taxes and

the like are the sole responsibility of the Engineer. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

SECTION 18 NON-COLLUSION

Engineer represents and warrants that Engineer has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

SECTION 19 MEDIA

Contact with the news media shall be the sole responsibility of the City. The Engineer shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the City.

SECTION 20 PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Service Provider is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

SECTION 21 AUTHORITY OF CITY MANAGER

All work and Services to be performed by the Engineer hereunder shall be performed to the satisfaction of the City Manager. The City Manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the Engineer, and the decisions of the City Manager in such cases shall be final and binding on both Parties. However, nothing contained herein shall be construed to authorize the City Manager to alter, vary, or amend this Agreement.

SECTION 22 INSURANCE REQUIREMENTS

A current certificate of insurance, with the City named as an additional insured, is required to be submitted to the Purchasing Office before the City will enter into a contract with a vendor.

a. Policy Requirements. Prior to the approval of this Agreement by the City, the Engineer shall furnish a completed

insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **The City shall have NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT until such certificate has been delivered to the City.** No officer or employee of the City shall have authority to waive this requirement.

b. Insurance Coverage Required.

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000.00 annual aggregate.

c. Additional Policy Endorsements. The City shall be entitled, upon request, and without expense, to receive copies of the insurance policies, and all endorsements thereto, and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Engineer shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

d. Required Provisions. The Engineer agrees, with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

1. Name the City of Rosenberg and its officers, employees, and elected representatives as an additional insured; with the exception of the Worker's Compensation and the Professional Liability Insurance coverages;
2. Provide for notice to the City upon cancellation;
3. Provide for an endorsement that the "other insurance" clause shall not apply to the City where the City and its officers, employees, and elected representatives are an additional insured shown on the policy; and
4. Provide for notice to the City at the address shown, below.

e. Waiver of Subrogation. The Parties agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or to City property, or any personal property of such party on City property, by reason of fire, windstorm, earthquake, flood, or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the City or the Engineer, respectively, with respect thereto, regardless of the cause or origin, including negligence of either party hereto, its agents, officers, or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

f. Notices.

The Engineer shall notify the City in the event of any change in coverage and shall give such notices no less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the City at the following address:

City of Rosenberg
Attn: John Maresh, City Manager
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471

g. Approval. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Engineer shall not relieve the Engineer of full responsibility or liability for damages and accidents as set forth in this Agreement. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Engineer from liability.

- h. Insurance Requirements.** Each insurance policy must be written by a company satisfactory to the City but, in all events, a company with an A.M. Best Company financial rating of not less than A:XII (or similar rating by a comparable service selected by the City should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. Such policies must be endorsed so as to require thirty (30) days' prior written notice to the City in the event of cancellation. Required insurance policies must contain cross-liability clauses, when applicable and available. The Engineer must deliver to the City a certificate of insurance for any required insurance policy under this Agreement no later than the Effective Date of this Agreement. The required evidence of coverage must always be deposited with the City. If the Engineer fails to do so, such failure may be treated by the City as a default by the Engineer, and the City, in addition to any other remedy under this Agreement, may purchase and maintain such required insurance policies, and the Engineer must immediately reimburse the City for any premiums paid or costs incurred by the City in providing such insurance. Failure of the Engineer to reimburse the City is a default by the Engineer under this Agreement.
- i. Indemnity for Noncompliance with Insurance Requirements.** The Engineer INDEMNIFIES and HOLDS HARMLESS the City from any loss the Engineer may suffer due to the Engineer's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of the Engineer's failure to comply with the terms, conditions, and warranties of any insurance policy.
- j. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City.

SECTION 23 INJUNCTIVE RELIEF

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by the Engineer of this Agreement and that any such breach by the Engineer will cause the City great and irreparable injury and damage. Accordingly, the Engineer agrees that the City shall be entitled, without waiving any additional rights or remedies otherwise available to the City at law, in equity, or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by the Engineer.

SECTION 24 FORCE MAJEURE

Neither ENGINEER, its suppliers nor CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of ENGINEER), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If ENGINEER is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, CITY may cancel the services order without penalty.

SECTION 25 MODIFICATIONS

This Agreement, including Attachment A and Attachment A-1, and any amendments hereto, contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. In the event of any conflict between this Agreement, the City, acting through the City Manager, at his sole discretion, shall determine which provision prevails. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both Parties hereto.

SECTION 26 CHOICE OF LAW

This Agreement and all the transactions contemplated herein shall be governed by the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Exclusive venue for any action arising out this Agreement shall

be in Fort Bend County, Texas, and the Engineer hereby consents to such jurisdiction and venue.

SECTION 27 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

SECTION 28 CUMULATIVE REMEDIES

In the event of default by any party herein, the other party shall have all rights and remedies afforded to it, at law or in equity, to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

SECTION 29 WAIVER

The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof. No such waiver shall be effective unless in writing and then only to the extent set forth in writing.

SECTION 30 STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

Anti-Boycott Israel Provision. As required by Chapter 2270, Government Code, the Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorist Organizations. The Engineer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Immigration. The Engineer represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

Undocumented Workers. The Engineer certifies that the Engineer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Engineer is convicted of a violation under 8 U.S.C. § 1324a (f), The Engineer shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies the Engineer of the violation.

Nondiscrimination Against Firearm and Ammunition Industries. The Engineer verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

Anti-Boycott of Energy Companies. The Engineer verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

Pursuant to Chapter 2252, Texas Government Code, the Engineer represents and certifies that, at the time of execution

of this Agreement neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2253.153 of the Texas Government Code.

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



CITY:

CITY OF ROSENBERG, TEXAS

By: *John Maresh*

Name: John Maresh
Title: City Manager

ATTEST:

Danyel Swint
Danyel Swint, City Secretary, TRMC

ENGINEER:

KALUZA, INC.

By: *Llarence Turner*

Name: Llarence Turner, R.P.L.S.
Title: President

ARTICLE III
LOCAL PROGRAM LIAISON

For purposes of this Agreement, John Maresh, City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the ENGINEER. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

ARTICLE IV
MAILING ADDRESSES

All notices and communications under this contract to be mailed or delivered to CITY shall be sent to the address of CITY as follows, unless and until ENGINEER is otherwise notified:

JOHN MARESH, CITY MANAGER
CITY OF ROSENBERG
POST OFFICE BOX 32
2110 4TH STREET
ROSENBERG, TEXAS 77471
TELEPHONE: (832) 595-3310
EMAIL: jmaresh@rosenbergtx.gov

Copies of all correspondence will also be sent to:

LANGFORD COMMUNITY MANAGEMENT SERVICES
9017 W. STATE HWY 29, STE 206
LIBERTY HILL, TEXAS 78642

ATTENTION: JUDY LANGFORD
TELEPHONE: (512) 452-0432
EMAIL: judy@lcmsinc.com

All notices and communications under this contract to be mailed or delivered to ENGINEER shall be sent to the address of ENGINEER as follows, unless and until CITY is otherwise notified:

KALUZA, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471

ATTENTION: LLARANCE L. TURNER
TELEPHONE: (281) 341-0808
EMAIL: lturner@kaluzainc.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending party.

ARTICLE V
ACCESS TO RECORDS

United States Department of Treasury's Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the CITY, or any of their authorized representatives, shall have access to any documents, papers, or other records of the ENGINEER which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts and to close-out the CITY's ARPA contract with the United States Department of Treasury.

VI
RETENTION OF RECORDS

The ENGINEER shall retain all required records for three years after the CITY makes its final payment and all pending matters are closed.

ARTICLE VII
COMPENSATION AND METHOD OF PAYMENT

The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$338,700.00. Compensation and payment for services of the ENGINEER will be as set forth in Part II – Compensation and Payment Schedule.

ARTICLE VIII
INDEMNIFICATION

ENGINEER agrees to comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the CITY and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the ENGINEER's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

ARTICLE IV
INDEPENDENT CONTRACTOR

In the performance of work or services hereunder, the ENGINEER shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the ENGINEER, or its subcontractors where permitted.

ARTICLE X
INSURANCE

ENGINEER agrees to furnish, if requested by the CITY, a certificate reflecting their coverage by workmen's compensation insurance, and public liability insurance for bodily injury and property damage in amounts and with carriers satisfactory to the CITY and agrees that such coverage shall be maintained during the term of this contract. ENGINEER shall be responsible for determining that its subcontractors, where permitted, likewise carry and maintain adequate insurance coverages.

ARTICLE XI
SUBCONTRACTS

In fulfilling its duties pursuant to this contract, ENGINEER may subcontract to individuals, corporations, organizations, governments or governmental subdivisions or agencies, partnerships, associations, or other legal entities. Such subcontracts will be entered into only with written approval from the CITY.

ENGINEER shall, prior to proceeding with the work, notify the CITY in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.

If any time during progress of the work, the CITY determines that any subcontractor is incompetent or undesirable, the CITY will notify the ENGINEER who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the CITY.

ARTICLE XII
OWNERSHIP DOCUMENTS

Original finished or unfinished plans, documents, data, field notes, studies, surveys, drawings, maps, models, reports, photographs, etc. developed in connection with the services performed hereunder belong to, and remain the property of the CITY, in consideration of which it is mutually agreed that CITY will use them solely in connection with the project, save with the express consent of the ENGINEER. The ENGINEER may retain reproducible copies of such documents.

ARTICLE XIII
STANDARD OF PERFORMANCE AND DEFICIENCIES

- (a) All services of the ENGINEER and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The ENGINEER represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
- (b) The ENGINEER represents that services provided under this Agreement shall be performed within the limits prescribed by the CITY in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- (c) Any deficiency in ENGINEER'S work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from CITY and at the ENGINEER'S expense if the deficiency is due to the ENGINEER'S negligence. The CITY shall notify the ENGINEER in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the CITY under applicable state or federal law.
- (d) ENGINEER agrees to and shall hold harmless the CITY, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the ENGINEER, its officers, agents, employees, subcontractors, and others acting for or under the direction of the ENGINEER doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- (a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in City of Rosenberg, Fort Bend County, Texas.
- (b) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- (c) In any case 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 thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (d) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- (e) This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

ARTICLE XV

This Agreement, which includes **Parts I-V and Exhibits 1, 2 and 3, Attachment "A" and Attachment "A-1"** as described below, represents the entire and integrated agreement between the CITY and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both CITY and the ENGINEER.

Attachment "A"
Part I – Agreement
Part II – Compensation and Payment Schedule
Part III – Terms and Conditions
Part IV – Scope of Work
Part V – Project Time Schedule
Exhibit 1 – Preliminary Cost Estimate
Exhibit 2 – Project Area Map
Exhibit 3 – Required Contract Provisions

Attachment "A-1" – Schedule of Hourly Rates by Personnel Classification

ENGINEERING SERVICES
PART II – COMPENSATION AND PAYMENT SCHEDULE

Summary of Compensation

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

I.	Preliminary and Final Engineering Design Phase Services =	\$ 235,600.00
II.	Bid Phase =	\$ 6,000.00
III.	Construction Phase Services =	\$ 50,400.00
IV.	Topographic Survey =	\$ 43,200.00
V.	Preparation of Record Drawings =	\$ <u>3,500.00</u>
	Total Engineering and Surveying Fees =	\$ <u>338,700.00</u>

Payment Schedule

ENGINEER will invoice CITY 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 or ENGINEER will invoice CITY on the engineering milestones established by ARPA, if any.

ENGINEERING SERVICES

PART III – TERMS AND CONDITIONS

1. TERMINATION OF AGREEMENT FOR CAUSE. If ENGINEER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the ENGINEER violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ENGINEER pursuant to this Agreement shall, at the option of the CITY, be turned over to the CITY and become the property of the CITY. In the event of termination for cause, the ENGINEER shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by the ENGINEER, and the CITY may set-off the damages it incurred as a result of the ENGINEER'S breach of the Agreement from any amounts it might otherwise owe the ENGINEER.

2. TERMINATION FOR CONVENIENCE OF THE CITY. CITY may at any time and for any reason terminate ENGINEER'S services and work at CITY'S convenience upon providing written notice to the ENGINEER specifying the extent of termination and the effective date. Upon receipt of such notice, ENGINEER shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, ENGINEER shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by ENGINEER as are permitted by the prime contract and approved by CITY. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. ENGINEER shall not be entitled to any claim or claim of lien against CITY for any additional compensation or damages in the event of such termination and payment.

3. CHANGES. The CITY may, from time to time, request changes in the services the ENGINEER will perform under this Agreement. Such changes, including any increase or decrease in the amount of the ENGINEER's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TDEM program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association, under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the cost of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. PERSONNEL.

- a. The ENGINEER represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- b. All of the services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. ASSIGNABILITY. The ENGINEER shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto; Provided, however, that claims for money by the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

7. REPORTS AND INFORMATION. The ENGINEER, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. RECORDS AND AUDITS. The ENGINEER shall insure that the CITY maintains fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement.

9. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Agreement are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without prior written approval of the CITY.

10. COPYRIGHT. No report, map, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the ENGINEER.

11. COMPLIANCE WITH LOCAL LAWS. ENGINEER shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the ENGINEER shall save the CITY harmless with respect to any damages arising from any tort done in performing any work embraced by the Agreement.

12. CONFLICTS OF INTEREST.

- (a) Governing Body: No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between United States Department of Treasury and CITY, shall have any personal financial interest, direct or indirect, in the ENGINEER or this Agreement; and the ENGINEER shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials: No other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of ARPA award between United States Department of Treasury and CITY, shall have any personal financial interest, direct or indirect, in the ENGINEER or this Agreement; and the ENGINEER shall take appropriate steps to assure compliance.

- (c) Engineer and Employees: ENGINEER warrants and represents that it has no conflict of interest associated with the ARPA award between United States Department of Treasury and CITY or this Agreement. ENGINEER further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA award between United States Department of Treasury and CITY or in any business, entity, organization or person that may benefit from the award. ENGINEER further agrees that it will not employ an individual with a conflict of interest as described herein.

13. 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 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 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. (2 CFR 200 Appendix II (f), Rights to Inventions).

14. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). ENGINEER certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the ENGINEER. ENGINEER understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

FEDERAL CIVIL RIGHTS COMPLIANCE

15. EQUAL OPPORTUNITY CLAUSE (applicable to federally assisted construction contracts and subcontracts over \$10,000).

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

- (a) ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. ENGINEER 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. ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (b) ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- (c) ENGINEER will not discourage 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.

- (d) ENGINEER 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 ENGINEER'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) ENGINEER will, comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) ENGINEER 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 order.
- (g) In the event of the ENGINEER'S noncompliance with the nondiscrimination clauses of this Agreement 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 ENGINEER 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.
- (h) ENGINEER will, include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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. ENGINEER 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 ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the ENGINEER may request the United States to enter into such litigation to protect the interest of the United States.

16. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

17. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. ENGINEER shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

18. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED. ENGINEER agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

19. AGE DISCRIMINATION ACT OF 1975. ENGINEER shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

20. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

21. DHS SEAL, LOGO, ETC. ENGINEER shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

22. 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).

23. BYRD ANTI-LOBBYING AMENDMENT. (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) ENGINEER certifies 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 this contract. The ENGINEER shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

24. SOLID WASTE DISPOSAL ACT. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 CFR 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.

**ENGINEERING SERVICES
PART IV – SCOPE OF WORK**

SCOPE OF WORK FOR

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

**WWTP 2 SANITARY SEWER PIPE BURSTING PROJECT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF)
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS**

The following scope of work consists of the Professional Engineering and Surveying Services to be provided to the City of Rosenberg, hereinafter called "CITY" by Kaluza, Inc., hereinafter called "ENGINEER".

Project Description

This Sanitary Sewer Pipe Bursting Project is located in Wastewater Treatment Plant 2 service area. The overall objective is to complete rehabilitation work in the service area. The proposed ARPA Sanitary Sewer Pipe Bursting (Project) –is the next phase of the sewer collection system line replacement. The majority of the project area is located south of Highway 90A and north of Highway 59. The Sanitary Sewer Pipe Bursting Project continues replacement of the aging sanitary sewer collection system in the service area of Wastewater Treatment Plant 2, an area which experiences issues with stoppages and service problems related to deteriorated, collapsed, or missing pipe, and inflow and infiltration during rainfall events. This Project is necessary to maintain compliance with Texas Commission on Environmental Quality (TCEQ) regulations regarding sanitary sewer overflows and increased inflow/infiltration flows experienced during rain events.

Scope of Work

This Project generally includes the design, bidding, and construction phase services for Sanitary Sewer Pipe Bursting Project located in Wastewater Treatment Plant 2 service area. The Project is being funded by the CITY's American Rescue Plan Act of 2021 grant funded through the United States Department of Treasury.

For all disciplines of engineering and surveying services provided by the ENGINEER for the Project, the ENGINEER will provide engineering information including signed and sealed construction drawings, technical specifications, estimate of probable construction costs, bid tabulation and recommendation of award, Notice to Proceed and progress pay estimates for the CITY and/or their Grant Administrator for their use with the annual ARPA report for program compliance. The CITY and/or their Grant Administrator will be responsible for all activities related to special funding requirements including reporting, payment submittal, attendance of meetings, and other requirements that may exist. ENGINEER will provide the items previously mentioned, but will not perform services that duplicate the Grant Administrator's roles and responsibilities. ENGINEER shall provide the following services in connection with the development of the Project:

I. PRELIMINARY AND FINAL DESIGN PHASE

A. Preliminary Design Phase (30% Design)

1. Conduct Internal Kickoff Meeting – ENGINEER will conduct an internal meeting to outline the project scope, schedule budget, and make initial task assignments.
2. Conduct Project Kickoff Meeting with City – ENGINEER will conduct a project kickoff meeting to review the scope of services and project schedule, and to discuss technical design.

3. Provide 30% Design Plans
 - a. ENGINEER will define service area to be included in the project.
 - b. ENGINEER will review alternatives and phasing of construction work required for Project.
 - c. ENGINEER will coordinate with utility companies to determine if any utility relocation is required and coordinate any service reconnections.
 - d. ENGINEER will provide 30% complete design plans to include site improvements.
4. Deliverables
 - a. Four (4) reduced blackline copies (11" x 17") and a .pdf of the 30% plans
 - b. Proposed table of contents with list of anticipated specifications
 - c. 30% design opinion of probable cost

B. Final Design Phase: ENGINEER shall provide professional services in this phase as follows:

1. Provide 90% Design Plans
 - a. ENGINEER will prepare final plans to include cover sheet, overall layout map, plan & profile for sanitary sewer line route and construction details.
 - b. ENGINEER will prepare technical specifications for proposed facilities to include excavation, service connections, pavement repair, utility line adjustment bore & jacking, sanitary sewer systems and CIPP.
2. Provide Final Opinion of Probable Cost (OPCC)
3. Design Review Meeting – ENGINEER will meet with the CITY to discuss the 90% design
4. Deliverables
 - a. Four (4) reduced blackline copies (11" x 17") and .pdf along with two (2) hard copies and .pdf of the 90% contract documents,
 - b. 90% design opinion of probable cost
5. Permitting – ENGINEER will prepare the Texas Commission on Environmental Quality (TCEQ) compliance letter and submit required plans and documentation. Construction plans will be submitted to Texas Department of Transportation (TxDOT) for permit approval to work in TxDOT right of way.

II. BID PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by CITY, ENGINEER will proceed with the performance of services in this phase as follows:

1. Provide Bid Form and Technical Specifications to be included in the City's standard ARPA bid document/contract documents. Assist CITY in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in ENGINEER'S data base, and will be listed on www.CivcastUSA.com. Provide a copy of the notice to bidders for CITY'S use in publishing appropriate legal notice. The cost for publications shall be paid by CITY.
2. Assist the CITY in conducting a pre-bid conference for the construction projects and coordinate responses with CITY. Response to the pre-bid conference will be in the form of addenda issued after the conference.
3. Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders on CivCast if necessary.

4. Assist the CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent responsible low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by CITY. Attend City Council Meeting when construction bid is awarded.
5. Assist CITY in the preparation of Construction Contract Documents for construction contracts. Provide four (4) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the CITY and construction contractor. Distribute four (4) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Upon execution by the CITY two (2) executed contracts will remain with the CITY, one (1) executed contract will be provided to the Contractor and one (1) executed contract will be on file with the ENGINEER.
6. Furnish CITY with four (4) copies of 11" x 17" addenda posted drawings issued for construction and .pdf.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

III. CONSTRUCTION PHASE: Upon completion of the bid phase services, ENGINEER will proceed with the performance of construction phase services as described below. ENGINEER will endeavor to protect CITY 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. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work on the Project.

1. Assist CITY in conducting pre-construction conference(s) with the Contractor(s) and prepare minutes, 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.
2. Based on ENGINEER'S observations as an experienced and qualified design professional and review of the Payment requests and supporting documentation submitted by Contractor, determine the amount that ENGINEER recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
3. Conduct monthly construction progress meeting and prepare minutes.
4. Review and approve submittals, shop drawings and RFI's.
5. Make visits appropriate to the stage of construction no less than every 30 days to the site 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 protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY.

6. 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.
7. Interpret the drawings and specifications for CITY and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of the changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where cost to CITY 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 requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service.
9. 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 CITY on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of ENGINEER are an additional service.
10. Conduct, in company with CITY'S representative, 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 CITY in obtaining legal releases, permits, warranties, 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.

IV. TOPOGRAPHIC SURVEYING SCOPE – SURVEYOR will provide topographic survey information along the proposed project route and includes all work necessary to show the following on the construction plan sheet:

- a. 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 CITY. Reference to source shall be shown on the drawing.
- b. Surveyor will locate all improvements and show:
 - (a) Substantial, visible improvements such as signs, parking areas or structures, driveways, light poles, etc.
 - (b) Indication of access to a public way such as curb cuts or driveways marked. Include street medians affecting property.
- c. Surveyor will show the location of utilities existing on or serving the surveyed property as determined by:
 - (a) Observed evidence together with plans and markings provided by client, utility companies, and other appropriate sources (with references as to the source of the information)

- (b) Manholes, catch basins, valve vaults or other surface indications of subterranean uses; wires cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the project route and utility company installations on the surveyed premises. Include visible meters, valves, etc.
 - (c) For hidden underground utilities, the Surveyor will show the approximate location of underground connecting lines as may be discernible from visible appurtenances.
 - (d) For heavy underground gravity flow utilities, such as storm and sanitary sewers, the surveyor shall show as may be discernible from visible appurtenances.
- d. 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. Surveyor is responsible for locating visible utilities and utilities marked by the utility company's representatives.
- e. Utility locations shall include top of rim elevations, flow line elevations and size and type of pipe, of sanitary sewer lines where accessible. All other utilities will be horizontal locations only.

V. RECORD DRAWING CONSTRUCTION PLANS-

1. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Four (4) half-size copies and three (3) electronic copies in a GIS compatible format on CDs of "Record Drawings" shall be provided by ENGINEER to CITY.

Additional Services

If authorized by CITY, 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 Classifications (as attached). Separate budgets will be established for any Additional Services authorized by the CITY.

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, 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 CITY 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 CITY.

PART V – SCHEDULE OF TIME

Preparation of the plans and specifications for the project is anticipated to take one hundred twenty (120) days barring unforeseen delays resulting from TCEQ or TxDOT approvals.

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.

Exhibit 1

BASE - ROSENBERG WWTP 2 SANITARY SEWER PIPE BURSTING PROJECT (CLFRF)

3/1/2022

ITEM DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL PRICE
1 PRECON. CLEANING & TVING OF EXIST. SAN. SEW. LINE	33,070	LF	\$4.00	\$132,280.00
2 POINT REPAIR INCL. PROTRUDING SERVICE LINE TAPS (ALL DEPTHS)	300	EA	\$58.00	\$17,400.00
3 15" SAN. SEW. REHAB/PIPE BURST. REPLACING 15" CLAY SEW. W/ 15" HDPE	2,474	LF	\$115.00	\$284,510.00
4 12" SAN. SEW. REHAB/PIPE BURST. REPLACING 15" CLAY SEW. W/ 15" HDPE	3,780	LF	\$80.00	\$302,400.00
5 8" SAN. SEW. REHAB/PIPE BURST. REPLACING 6" & 8" CLAY SEW. W/8" HDPE	26,816	LF	\$40.00	\$1,072,640.00
6 TRENCH SAFETY	2,000	LF	\$2.00	\$4,000.00
7 POST CONST. CLEANING & TVING OF COMPLETED SAN. SEW.	33,070	LF	\$3.00	\$99,210.00
8 REMOVE/DISPOSE OF EXIST. MANHOLE	20	EA	\$920.00	\$18,400.00
9 REMOVE/DISPOSE OF EXIST. MAINLINE CLEANOUT	22	EA	\$350.00	\$7,700.00
10 NEW STAND. SAN. SEW. MANHOLE	20	EA	\$4,500.00	\$90,000.00
11 EXTRA DEPTH FOR SAN. SEW. MANHOLES OVER 8' DEPTH	40	VF	\$650.00	\$26,000.00
12 SAN. MANHOLE INFLOW PREVENTION INSERT	75	EA	\$120.00	\$9,000.00
13 SAN. SEW. MAINLINE CLEANOUT	10	EA	\$800.00	\$8,000.00
14 SAN. SEW. TRAFFIC RATED MAINLINE CLEANOUT	7	EA	\$1,350.00	\$9,450.00
15 SAN. SEW. TRAFFIC RATED SVC CLEANOUT	5	EA	\$750.00	\$3,750.00
16 REHAB OF EXIST BRICK SAN. SEW. MANHOLES	220	VF	\$275.00	\$60,500.00
17 REHAB OF EXIST PRECAST SAN. SEW. MANHOLES	210	VF	\$250.00	\$52,500.00
18 CONNECT NEW 8" SAN. SEW. TO EXIST SAN. SEW. MANHOLE	119	EA	\$300.00	\$35,700.00
19 CONNECT NEW 12" SAN. SEW. TO EXIST SAN. SEW. MANHOLE	18	EA	\$375.00	\$6,750.00
20 CONNECT NEW 15" SAN. SEW. TO EXIST SAN. SEW. MANHOLE	15	EA	\$430.00	\$6,450.00
21 SAWCUT/REMOVE/REPLACE EXIST ASPHALT PAVING & BASE	133	SY	\$80.00	\$10,640.00
22 SAWCUT/REMOVE/REPLACE EXIST CONCRETE PAVEMENT	133	SY	\$90.00	\$11,970.00
23 SAWCUT/REMOVE/REPLACE EXIST ASPHALT OVER CONCRETE PAVEMENT	65	SY	\$125.00	\$8,125.00
24 REPAIR EXIST GRAVEL ALLEYS & DRIVEWAYS	400	SY	\$30.00	\$12,000.00
25 SHORT SAN. SEW. SVC ASSEMBLY	305	EA	\$490.00	\$149,450.00
26 LONG SAN. SEW. SVC ASSEMBLY	100	EA	\$725.00	\$72,500.00
27 CONNECT NEW PVC SAN. SEW. SVC LINE TO EXIST. SAN SEW. SVC, ETC.	25	EA	\$225.00	\$5,625.00
28 SOLID SOD ST. AUGUSTINE GRASS	5,500	SY	\$4.00	\$22,000.00
29 HYDROMULCH SEEDING PER CITY OF ROSENBERG CRITERIA	5,000	SY	\$2.00	\$10,000.00
30 ADD CLEANOUT TO EXIST SVC	15	EA	\$230.00	\$3,450.00
31 CUT, PLUG, & ABANDON EXIST. SAN. SEW. LINE	5	EA	\$1,050.00	\$5,250.00
32 REPLACE RING & COVER ON EXIST SAN. SEW. MANHOLE	10	EA	\$825.00	\$8,250.00
33 FURNISH, INSTALL & MAINTAIN BY-PASS PUMPING EQUIPMENT, PIPING, ETC.	1	LS	\$27,000.00	\$27,000.00
34 CONTRACTOR MOBILIZATION	1	LS	\$160,000.00	\$160,000.00
35 PROVIDE BONDS, INS., & MISC. PER CONTRACT DOCUMENTS	1	LS	\$146,000.00	\$146,000.00
36 FURNISH & MAINTAIN SIGNAGE, FLAGMEN, TRAFFIC CONTROL	1	LS	\$33,000.00	\$33,000.00
37 CONSTRUCTION STAKING	1	BUD	\$10,000.00	\$10,000.00
			BASE TOTAL=	\$2,941,900.00

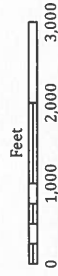
Proposed Pipe Bursting City of Rosenberg, Texas



Scale:
1:18,000

or

1 Inch = 1,500 Feet



Created by City of Rosenberg GIS - Cory Waldman
Last Created: April 29, 2022
M:\Map\GIS\Map\Project\2022\18483_PipeBursting.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users are responsible for their own interpretation and use of this product and are advised to verify the location of geographic features.

Legend

- Sewer Line
- Manhole
- WWTP Service Area
- Rosenberg Parcels
- Rosenberg City Limits
- Rosenberg ETJ
- Other Jurisdictions

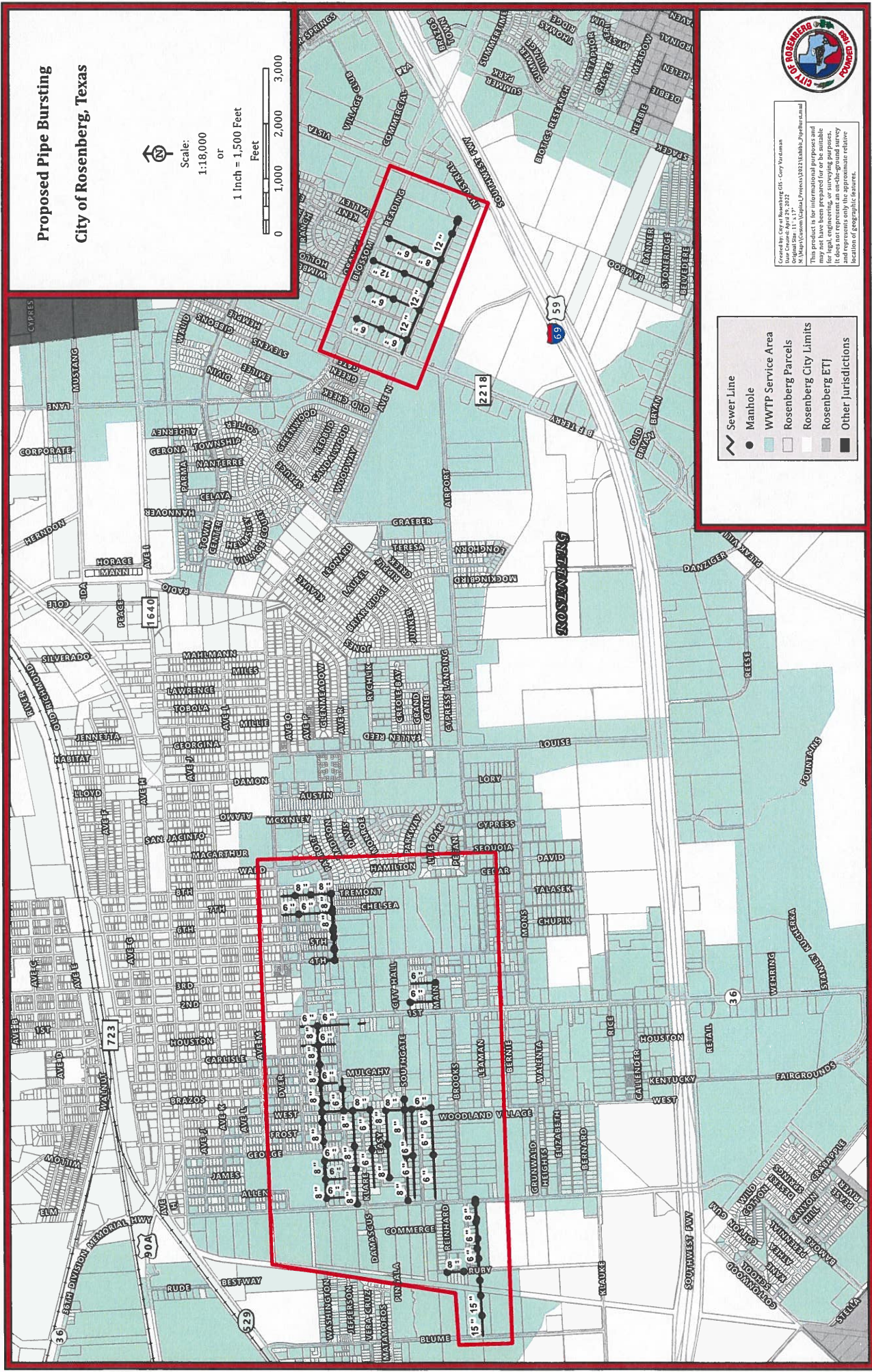


Exhibit 3

REQUIRED CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. ***Language as of May 21, 2021.**

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, 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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
None	<p>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.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into 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, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(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:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

	<p>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:</p> <p>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.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>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.</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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.	
>\$100,000	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.	2 CFR 200 APPENDIX II (E)
None	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 recipient 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 recipient 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.	2 CFR 200 APPENDIX II (F)
>\$150,000	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).	2 CFR 200 APPENDIX II (G)
None	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 exclusions 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." 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 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and

	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.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	<p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u> . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	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

ATTACHMENT "A-1"

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.

KALUZA
INC

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDonald & Wessendorff Insurance 611 Morton Street Richmond TX 77469		CONTACT NAME: Ali McDonald PHONE (A/C, No, Ext): (281) 342-2857 FAX (A/C, No): (281) 342-7367 E-MAIL ADDRESS: ali.mcdonald@mcwess-insurance.com	
INSURED KALUZA, INC. 3014 AVENUE I ROSENBERG TX 77471		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Hanover Casualty Company 41602 INSURER B: Allmerica Financial Benefit 41840 INSURER C: Graphic Arts 25984 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL217622099 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OLDA047007	07/09/2021	07/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PDLL \$ 300,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AWDA046998	07/09/2021	07/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			OLDA047007	07/09/2021	07/09/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	4552633	07/09/2021	07/09/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability, auto, and umbrella policies include a scheduled notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, for which 10 days notice is given. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

City of Rosenberg
PO Box 32

Rosenberg TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): BLANKET REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**BUSINESS AUTO POLICY
RENEWAL DECLARATIONS**

13

RENEWAL OF: AWD A046998

Policy Number	Policy Period		Coverage is Provided in the	Agency Code
	From	To		
AWD-A046998-08	07/09/2020	07/09/2021	ALLMERICA FINANCIAL BENEFIT INS	1602577

ITEM ONE: Named Insured and Address

KALUZA INC
3014 AVENUE I
ROSENBERG TX 77471

Agent

Telephone: 281-342-2857
MCDONALD & WESSENDORFF
INSURANCE
611 MORTON ST
RICHMOND, TX 77469

Business Auto Forms and Endorsements Schedule

Form Number	Edition Date	Description
CA0001	0306	BUSINESS AUTO COVERAGE
CA0196	0312	TEXAS CHANGES
CA0243	0301	TEXAS CHANGES-CAN & NON-RENEW
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIAB EXCLUSION
4610493	0713	TEXAS ABTPA FEE
CA2385	0106	EXCLUSION OF TERRORISM
4610301	0107	NOTICE TO POLICYHOLDER ON TERR
CA2264	0708	TEXAS PIP ENDORSEMENT
CA2109	0604	TX UNINSURED/UNDERINSURED
CA2048	0299	DESIGNATED INSURED
4610265	0906	TX BROADENING ENDORSEMENT
CA0244	0604	TX COVERAGE CHANGE
4011235	1214	CANCEL NOTICE TO DESIGNATED
4610500	1113	WAIVER OF SUBROGATION



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

BLANKET REQUIRED BY CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- (3) This Extension provides an additional amount of insurance.

SECTION II - LIABILITY

Paragraphs 2. through 8. amend coverage provided under SECTION II - LIABILITY.

1. Additional Insured by Contract, Agreement or Permit - Amended

For purposes of the coverage provided by this endorsement, Coverage 1. Additional Insured by Contract, Agreement or Permit, subparagraph c. (5) of the Businessowners Liability Special Broadening Endorsement is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory

- a. The following is added to SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY), paragraph H. Other insurance:

Additional Insured - Primary and

Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - LIABILITY, C. Who is an Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under SECTION II - LIABILITY of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft,



BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

13

RENEWAL OF OLD A047007

Policy Number	Policy Period		Coverage is Provided in the	Agency Code
	From	To		
OLD-A047007-08	07/09/2020	07/09/2021	THE HANOVER CASUALTY COMPANY	160257700

Named Insured and Address

KALUZA, INC.
 3014 AVENUE I
 ROSENBERG TX 77471

Agent

281-342-2857
 MCDONALD & WESSENDORFF
 INSURANCE
 611 MORTON ST
 RICHMOND, TX 77469

Forms and Endorsements Schedule

Form Number	Edition Date	Description
* BP0204	01/06	TX AMEND CANCELLATION PROVISIO
* 401-1235	12/14	CANCEL NOTICE TO DESIGNATED
IM7500		SCHEDULED PROPERTY FLOATER
* IM7506		SCHEDULED PROPERTY DECLARATION
* 391-1941	08/16	AI DESIGNATED PER OR ORG
* BP1473	05/12	ADDL INS - COMPLETED OPS
* BP1474	05/12	ADDITIONAL INSURED OWNERS LESS



- (3) This Extension provides an additional amount of insurance.

SECTION II - LIABILITY

Paragraphs 2. through 8. amend coverage provided under SECTION II - LIABILITY.

1. Additional Insured by Contract, Agreement or Permit - Amended

For purposes of the coverage provided by this endorsement, Coverage 1. Additional Insured by Contract, Agreement or Permit, subparagraph c. (5) of the Businessowners Liability Special Broadening Endorsement is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory

- a. The following is added to SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY), paragraph H. Other insurance:

Additional Insured - Primary and

Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - LIABILITY, C. Who is an Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under SECTION II - LIABILITY of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft,



- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. **Transfer of Your Rights and Duties Under This Policy**


Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.



ENDORSEMENT SCHEDULE

<u>State(s)</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
TX	8L1543	Ed. 03-96	Important Notice To Report Workers Compensation Claim
TX	8L1211	Ed. 11-93	Important Notice Texas Small Employers Experience Modifications
TX	8L938	Ed. 04-05	Membership And Voting Notice Utica Lloyds Of Texas
TX	8L1491	Ed. 07-08	Workers Compensation Letter
TX	8L1495	Ed. 06-14	Deductible Notice Of Election
TX	8L1303	Ed. 06-15	Texas Policyholder Complaint Procedures
TX	WC000115	Ed. 01-20	Workers Compensation And Employers Liability Insurance Policy
TX	WC000422B	Ed. 01-15	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
TX	WC000000C	Ed. 01-15	Workers Compensation and Employers Liability Insurance Policy
TX	WC000414A	Ed. 01-19	Notification Of Change In Ownership Endorsement
TX	WC420301G	Ed. 06-14	Texas Amendatory Endorsement
TX	WC420304B	Ed. 06-14	Texas Waiver Of Our Right To Recover From Others Endorsement
TX	WC420601	Ed. 01-94	Texas Notice Of Material Change Endorsement
TX	WC420310	Ed. 01-97	Texas Sole Proprietors Partners Officers And Others Coverage Endorsement
TX	WC7518C	Ed. 12-15	Notice Regarding Certain Work Related Communicable Diseases And Eligibility For Workers Compensation Benefits

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4552633	Issued by
And shall be effective from M.,	Standard Time at the address of the named insured.
Countersigned at	Date
	By  Authorized Representative

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver
 Name of person or organization KDW
- (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: Contactor
- 3. Premium:
 The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium: \$29

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No. 4552633

Endorsement No. Premium

Insurance Company

Countersigned by _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

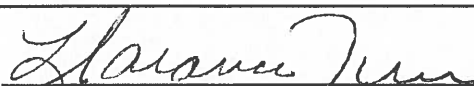
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  Kaluza, Inc.
Signature of vendor doing business with the governmental entity

THERE ARE NO CONFLICTS OF INTEREST.
January 19, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-877913

Date Filed:
04/25/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kaluza, Inc.
Rosenberg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Rosenberg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TXE-2022-6308
Engineering Services for WWTP 2 Sanitary Sewer Pipe Bursting Project (ARPA)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Turner, Llarance	Rosenberg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Llarance Turner, and my date of birth is 8/14/1961.

My address is 3014 Avenue I, Rosenberg, TX, 77471, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 25th day of April, 2022.
(month) (year)

Llarance Turner

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kaluza, Inc.
Rosenberg, TX United States

Certificate Number:
2022-877913

Date Filed:
04/25/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Rosenberg

Date Acknowledged:
04/27/2022

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TXE-2022-6308
Engineering Services for WWTP 2 Sanitary Sewer Pipe Bursting Project (ARPA)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Turner, Llarance	Rosenberg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)