

AMENDMENT NO. 1
to Contract Agreement for Engineering Professional Services
FEMA HMGP DR-4705-0026
Burnet Emergency Generators Project

This amendment, labeled Amendment 1, amends the referenced Contract, dated 08/13/2025 by adding the following:

Federal Contract Provisions

In compliance with 2CFR Part 200, Appendix II and other applicable federal regulations, the following clauses are hereby incorporated into the agreement and shall be binding upon ENGINEER and all subconsultants:

1. **Termination for Cause and Convenience** (2 CFR Part 200, Appendix (B))

OWNER reserves the right to terminate this Agreement for cause or for convenience as provided under applicable federal regulations and the terms of this Agreement.

2. **Suspension and Debarment** (2CFR 200, Appendix II(H))

This agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, ENGINEER is required to verify that none of ENGINEER's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ENGINEER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

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

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

3. **Byrd Anti-Lobbying Amendment** (2 CFR Part 200, Appendix II(I))

If ENGINEER 's fee is more \$100,000, ENGINEER shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the federal agency.

Inconclusion: A signed Byrd Anti-Lobbying Certification document shall be provided by ENGINEER and incorporated into this agreement as Attachment A.

4. **Recycled Materials** (2 CFR 200 §200.323)

In the performance of this contract, ENGINEER shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) -designated items unless the product cannot be acquired -

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines Program – US EPA. ENGINEER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (2CFR 200 §200.216)

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Federal Emergency Management Agency (FEMA) Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

b. *Prohibitions.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August

13, 2019, from obligating or expending grant , cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, ENGINEER and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
- (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology of any system;
 - (b) Enter, extend, or renew a contract to procure or obtain any equipment system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (c) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (d) Provide, as part of its performance of this agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- (1) This clause does not prohibit ENGINEER from providing-
- (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implications and regulation, the prohibitions also do not apply to:
- (a) Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirements.

- (1) In the event ENGINEER identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or ENGINEER is notified of such by a subcontractor at any tier or by any other source, ENGINEER shall report the information in Paragraph (d)(2) of this clause to recipient or subrecipient in writing or via email, unless elsewhere in this agreement are established procedures for reporting information.

- (2) ENGINEER shall report the following information pursuant to paragraph (d)(1) of this clause:
- (a) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.*

ENGINEER shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6. **Domestic Preference for Procurement** (2CFR §200.322)

ENGINEER should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States

7. **Clean Air Act** (2CFR 200 Appendix II (G))

ENGINEER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ENGINEER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

ENGINEER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. **Federal Water Pollution Control Act** (2CFR 200 Appendix II (G))

ENGINEER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

ENGINEER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to the (name of the pass-through entity, if applicable), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.


ENGINEER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Execution. The following parties have executed this amendment, making it part of the original contract:

OWNER

ENGINEER

By: _____

By: 

Title: _____

Title: Vice-President, GLS

Date: _____

Date: 03/11/2026