

CARTER-FENTRESS ENGINEERING

MUNICIPAL & DEVELOPMENT SOLUTION

Statement of Qualifications

RFQ- CITY OF MILES, TEXAS TxCDBG 2023-2024





113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

Statement of Qualifications

A woman-owned HUB-certified Texas company, Fentress Engineering DBA Carter-Fentress Engineering, LLC (“CFE”), located at 113 E. Twohig, San Angelo, Texas 76903 is proud to provide economical, effective, and excellent civil engineering plans, engineering services, and project management services to the communities across Texas.

CFE was established in 2018 to provide sustainable engineering solutions and designs to municipalities, government agencies, developers, and individuals across the state of Texas. The total revenue generated in 2021 was \$376,935.66. Preference is given to those who require drainage modeling and hydraulic analysis for proposed project improvements and designs. This dynamic preference often includes surveying services, roadway improvements, floodplain mitigation, ROW acquisitions, utility improvements, various permitting processes, and many other technical areas involving the public.

CFE takes pride in delivering engineering, surveying, and consulting services to exceed client requirements and expectations. A relationship is often built between CFE and clients that is resilient. The long-lasting relationship stands beyond the scope of individual projects.

CFE is led by experienced professional engineers who share the CFE vision to provide a personalized, high-quality product; and can inspire our project teams to find innovative, cost-saving, reliable, and sustainable solutions for our valued clients.

What sets CFE apart is an emphasis on engineering—without the excess overhead of larger firms. CFE’s organization is comprised of experienced staff members who bring diverse ideas and different strengths to the planning table. Senior project managers/professional engineers will work on the projects alongside seasoned professional sub-consultants. Communication and innovation among all team members produce the best project outcomes.

CFE understands the priorities and needs of public agencies. We are currently engaged as agency engineers for five municipal utility districts. We assist our clients by managing and administering projects from the earliest information-gathering stages through formal studies, grant applications, surveying, permitting, design, approval, construction, and warranty periods. We are very confident that CFE can be an effective and beneficial member of your team.



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

Company Services

Municipal and District Infrastructure Engineering

Infrastructure Engineering incorporates the roadbed and road area, street and sidewalk paving, curbing, associated drainage Facilities, bike paths, and other construction or improvements pertaining to public travel. It includes municipal water and sewer lines or other municipal utility Facilities, municipal traffic signals, street lighting, and communications Facilities in the Right of way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawns, and other ornamental or beautification installations owned by the City in the Right of way or other ways open for public travel or municipal use and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances, or other Facilities located in or near the Right of way or areas or easements opened and accepted for municipal use.

Our Infrastructure Engineering Services include the following:

- Waterline and Sewer line Design
- Public Water System Design
- Water Well Submittals
- TCEQ Permitting
- Texas Water Development Board Permitting
- CCN submittals
- Boundary and topographic surveying



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

Commercial Development

Commercial Development is any development on private land that is not heavily industrial or residential. The category includes, but is not limited to hospitals, laboratories, and other medical facilities, educational institutions, recreational facilities, plant nurseries, multi-apartment buildings, car wash facilities, mini-malls, and other business complexes, shopping malls, hotels, office buildings, public warehouses, and other light industrial complexes.

Our Commercial Development services include:

- Site Plan Design
- Grading Plans
- Utility Plans
- Erosion Control Plans
- Storm Water Pollution Preventions Plans
- Septic System Design
- Drainage Analysis and Detention Pond Design
- Subdivision Plats
- Boundary and Topographic Surveying



Residential Development

Residential Development means the construction or alteration of one or more buildings, structures, or portions thereof that are designed for and used to provide a place of abode for human beings. This includes single-family residences, duplexes, multi-family dwellings, apartments, condominiums, townhomes, mobile home parks, group housing, as well as normal appurtenances. Residential development also includes land divisions, including short plats, of residentially zoned land. It also includes all modifications to land and vegetation associated with construction.

Our Residential Development services include the following:

- Street and Alley Design
- Water and Sewer Design
- Master Grading Plans
- Master Drainage Analysis
- Detention Pond Design
- Subdivision Plats
- Topographic and Boundary Surveying



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

Drainage Projects

Drainage consists of facilities installed to provide for the removal of excess water and thereby increase soil versatility and productivity. These facilities may include ditching, tiling, piping, channel improvement, pumping plants, or other agronomically approved methods.

Our Drainage Project services include the following:

- Drainage Analysis
- FEMA Floodplain Modeling
- Drainage infrastructure design
- Detention Pond Design
- Hydraulic Modeling of Streets, Alleys, and Drainage Ditches
- FEMA No-Rise Certification Modeling



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

EDUCATION

Bachelor of Science
Civil Engineering
2007 Texas Tech
University

Related coursework:
Focus on water
resources.

REGISTRATIONS

Texas Board of
Professional
Engineers

License No. 114215

MEMBERSHIPS

San Angelo Chamber
of Commerce

Home Builders
Association of San
Angelo

EXPERTISE

- AutoCAD
- HecRas
- GeoHecRas
- Excel
- Word
- PowerPoint
- Project Management
- Project Planning

ERICA B, WILDE, PE

Mrs. Wilde manages engineering design & oversight for Carter-Fentress Engineering and provides direct client consultation on projects including land development, commercial and residential design, municipal projects with TCEQ and Texas Water Development Board submittals and coordination, and drainage analysis. Mrs. Wilde also assists our sub-consultants in topographic, boundary, and ALTA surveys.



Before joining Carter-Fentress Engineering, Ms. Wilde worked for Kimley-Horn and Associates, Inc and SKG Engineering. Her responsibilities included drainage/HEC-RAS analysis for land development; both residential and commercial. She has worked on land development projects in towns across West Texas including San Antonio, San Angelo, Brady, Midland, and Brownwood just to name a few. Her land development work has included grading & paving plans, site plans, landscaping plans, erosion control plans, traffic control plans, and street design. Mrs. Wilde also worked for the Texas Department of Transportation in San Angelo, where she assisted survey crews and assisted with ADA projects. While attending college at Texas Tech University, Mrs. Wilde assisted the Texas Tech Wind Science Engineering Research team.

EXPERIENCE

MANAGING ENGINEER | PRINCIPAL ENGINEER | CARTER-FENTRESS ENGINEERING | FEBRUARY 2018 - CURRENT

- Responsible for all aspects relating to the design, bidding, construction management, and inspections of the following project types:
 - Land planning.
 - Residential and commercial site development.
 - Drainage analysis; and
 - Stormwater drainage and detention.
 - Municipal utility projects with TCEQ and Texas Water Development Board permitting



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

-
- Responsible for client relations, increasing client base, accounting, asset and file management, and marketing.

DESIGN ENGINEER | SKG ENGINEERING | MARCH 2008 – FEBRUARY 2018

- Responsible for all aspects relating to the design, bidding, construction management, and inspections of the following project types:
 - Land planning.
 - Residential and commercial site development.
 - Drainage analysis.
 - Stormwater drainage and detention; and
 - Topographic, boundary and ALTA surveys.
- Responsible for client relations and increasing client base.

ENGINEER IN TRAINING | KIMLEY-HORN, AND ASSOC. | JUNE 2007 – MARCH 2008

- Responsible for the design of the following project types:
 - Land planning.
 - Residential and commercial site development; and
 - Stormwater drainage and detention.

REFERENCES

Mrs. Kimberly Francis
Red Creek Municipal Utility District
(325) 234-5567

Mr. Ben Wiese
Concho Rural Water Corporation –
Owner
(325) 277-4830

Mr. Tony Jones
Rimrock, LLC.
(325) 277-6650

Mr. Kirby Mitchell
Lakeview RV Park Owner
(325) 650-3977

Mr. Eric Linder
Windstone Estates
(361)362-7216



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

EXAMPLE PROJECTS

Municipal and District Utility Engineering

RED CREEK Municipal Utility District

29,000 linear feet Water Line replacement with a proposed generator at Bristow Water Plant.

CFE was contracted through Red Creek Municipal Utility District to provide design plans, contract documents, bidding Documents/Administration, TCEQ submittals for approval, and Texas Board of Water Development loan submittals for approval for a 29,000 linear foot water line upgrade project as well as a design and coordination of a new backup generator and ground storage tank for the Bristow Water Plant. The generator and ground storage tank replacement also required TCEQ submittal for approval.

Final Construction Cost
\$1,355,000

Size
29,000 LF Water Line
10,000 Gallon Tank

**Municipal Utility
Design Engineer**
Erica Wilde, PE

Services Provided
Municipal Utility Design
TCEQ Approvals
Texas Water Development
Board Approvals
Construction Administration
Bidding Administration

Owner Reference
RED CREEK MUNICIPAL
UTILITY DISTRICT
Kimberly Francis
Board President
422 East Red Creek Road
San Angelo, TX 76905
325-234-5567
kfrancis@vgitechnology.com





113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

Residential Development

RIMROCK

Twin Oaks Subdivision, City of San Angelo

CFE was contracted through RIMROCK, LLC to provide Design Plans, City Representation and Submittals, and Construction Administration for Section 28 of Twin Oaks Subdivision. CFE completed design plans for Streets, Alleys, Sewer, Water, and a Detention Pond.

Twin Oaks is a large development with approximately 80% being fully developed. CFE was tasked with Street, Alley, and Municipal Utility Design for the remaining undeveloped land. Part of the project scope also included drainage analysis for the entire detention pond for the subdivision. The final portion of the project scope included Hydraulic studies of Streets and Alleys utilizing HECRAS Modeling to determine the 2-yr and 100-yr water surface elevations within the right-of-way.



Final Construction Cost
\$2,000,000

Size
22 single-family residential lot subdivision

Engineer
Erica Wilde, P.E.

Surveyor
Blake Wilde, R.P.L.S, PE

Services Provided
Municipal Infrastructure Design
Drainage Analysis
Detention Pond Design
Hydraulic Modeling
Surveying

Owner Reference
RIMROCK, LLC
Tony Jones
3402 Green Meadow Drive
Suite A
San Angelo, TX 76904
325-277-6650
tjhomes@wcc.net



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

Commercial Development

Concho Self Storage San Angelo, TX

CFE was contracted by Act As One, INC. to provide Commercial Design Plans, City Representation for Planned Development Zoning, and Submittals for a new climate controlled storage facilities with offices. CFE completed site plans, grading and ADA plans, Planned Developments plans with landscaping, stormwater pollution prevention plan with erosion control maps, site utility plans, and details/specifications.

Final Construction Cost
\$1,000,000

Size
15,750 SQ. ft building

Engineer
Erica Wilde, PE

Surveyor
Blake Wilde, R.P.L.S, PE

Services Provided
Commercial Design Plans
Planned Development Submittal
Landscaping Plan
Surveying

Owner Reference
Act As One, INC.
Rob Watkins
909 West Beauregard
San Angelo, Texas 76901
325-716-7144





113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

EDUCATION

Bachelor of Science
Civil Engineering
2007 Texas Tech
University

Related coursework:
Focus on water
resources.

REGISTRATIONS

Texas Board of
Professional
Engineers and Land
Surveyors

P.E. License No.
104856

R.P.L.S License No.
6759

MEMBERSHIPS

San Angelo Realtors
Association

Home Builders
Association of San
Angelo

EXPERTISE

- AutoCAD
- Trimble
- Excel
- Word
- PowerPoint
- Project Management
- Project Planning
- Project Inspections

BLAKE A, WILDE, R.P.L.S., P.E.

Mr. Wilde manages engineering design & oversight for Wilde Engineering and has 16 years of experience with Engineering and Surveying successfully designing and managing all phases of multi-million dollar projects from design conception through construction completion for various public improvements.



Before joining Wilde Engineering, Mr. Wilde worked for The City of San Angelo. His responsibilities included design of project management of the first and third public roads in Texas to be constructed of roller compacted concrete. He assisted the City Engineer and acted on the City's behalf in his absence. He designed and managed construction projects based upon the direction from the City Council and City Manager. He presented project status reports and issues during construction. He resolved citizen concern and or public issues. Before working at The City of San Angelo he worked for the Texas Department of Transportation where he designed and inspected all phases of roadway construction projects to meet state and federal highway administration guidelines and regulations.

EXPERIENCE

LAND SURVEYOR | WILDE ENGINEERING | 2012 - PRESENT

- Responsible for all aspects relating to the surveying projects according to the minimum standards of the Professional Land Surveying Practices Act and the general rules of procedures and practices set forth by the Texas Board of Engineering and Land Surveying.
 - Residential Subdivisions
 - Commercial Subdivisions
 - Utility/pipeline surveying
 - Topographic Surveying
 - Title Surveys
 - Elevation Certificates



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

PROJECT DESIGN ENGINEER | CITY OF SAN ANGELO & WILDE ENGINEERING| 2004 – PRESENT

- Responsible for completing project design for a wide variety of public projects. Provided Development of plans and specifications within specified budgets. Designed projects to the appropriate design standards.
 - Redesigned Intersections and Roadways to improve intersection wait times, increase roadway capacity, and provide pedestrian amenities
 - Provide Land Plans for Commercial and Residential Subdivisions
 - Design of Public Utilities
 - Stormwater drainage and detention; and

PROJECT MANAGEMENT | CITY OF SAN ANGELO & WILDE ENGINEERING | 2007 –PRESENT

- Responsible for successful management of construction projects to minimize public inconvenience and project delays.
 - Coordinate extensive Utility relocations to accommodate construction activities
 - Conduct construction progress meetings to resolve issues and discuss proposed construction activities
 - Maintain professional working relationships with contractors and citizens.

REFERENCES

Mrs. Kimberly Francis
Red Creek Municipal Utility District
(325) 234-5567

Mr. Ben Wiese
Concho Rural Water Corporation –
Owner
(325) 277-4830

Mr. Tony Wilde
Wilde Construction
(325) 650-1488

Ryan Newlin
Mission Land Company
(325) 277-2828



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

CERTIFICATE OF INSURANCE



FENTENG-01

CHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2022

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 CA Ross Insurance Agency, LLC. 5301 Knickerbocker Rd. Suite. 110 San Angelo, TX 76904	CONTACT NAME:		
	PHONE (A/C, No, Ext): (325) 949-3200	FAX (A/C, No): (325) 949-3788	
	E-MAIL ADDRESS: christina@cecilaross.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Hartford Fire Insurance Company	19682	
INSURED Fentress Engineering, LLC 113 E Twohig Ave San Angelo, TX 76903	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	COMMERCIAL GENERAL LIABILITY			46OH0446276-22	4/4/2022	4/4/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Professional Liab						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N		N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Erica Wilde 113 E Twohig Ave San Angelo, TX 76903	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



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

STATEMENT OF CONFLICT OF INTERESTS



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

December 21, 2022

City of Miles, Texas
City Council Members
110 Robinson Street
Miles, Texas 76861

Reference: City of Miles TxCDBG 2023-2024 RFQ, Statement of Conflict of Interest

City Council Members:

This letter is to certify that Fentress Engineering, LLC. DBA Carter-Fentress Engineering, LLC. At that time of this submittal has no Conflicts of Interest to submit.

If you have any questions or need additional information, please contact me at (325)215-4332 or by e-mail at ecarter@fentresseng.com.

Sincerely,

Erica B. Wilde, P.E.



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

SYSTEM OF AWARD MANAGEMENT (SAM)



FENTRESS ENGINEERING LLC

Unique Entity ID SX1VRN2CLTY8	CAGE / NCAGE (blank)	Purpose of Registration All Awards
Registration Status Submitted Registration	Expiration Date Dec 12, 2023	
Physical Address 113 E Twohig AVE San Angelo, Texas 76903-5915 United States	Mailing Address 113 E Twohig AVE San Angelo, Texas 76903-5915 United States	

Business Information

Doing Business as CARTER-FENTRESS ENGINEERING	Division Name Carter-fentress Engineering	Division Number (blank)
Congressional District Texas 11	State / Country of Incorporation Texas / United States	URL Carterfentress.com

Registration Dates

Activation Date (blank)	Submission Date Dec 12, 2022	Initial Registration Date Dec 12, 2022
-----------------------------------	--	--

Entity Dates

Entity Start Date Jun 9, 2017	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization**Socio-Economic Types****Self Certified Small Disadvantaged Business****Woman Owned Small Business****Woman Owned Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

(blank)**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******1370**

Lock Box Number

(blank)

Financial Institution

THE BANK AND TRUST, S.S.B.

Account Number

*******86****Automated Clearing House**

Phone (U.S.)

3259449555

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)**Remittance Address****The Bank and Trust****1420 Knickerbocker Road****San Angelo, Texas 76904****United States****Taxpayer Information**

EIN

*******4804**

Type of Tax

Applicable Federal Tax

Taxpayer Name

Fentress Engineering LLC DBA Carter-Fentress Engineering

Tax Year (Most Recent Tax Year)

2021

Name/Title of Individual Executing Consent

Owner

TIN Consent Date

Dec 12, 2022

Address

113 E Twohig AVE**San Angelo, Texas 76903**

Signature

Erica Carter**Points of Contact****Accounts Receivable POC**

Erica B Wilde, Owner
ecarter@fentresseng.com
3257163013

Electronic Business

Erica Wilde, Owner
ecarter@fentresseng.com
3257163013

113 E Twohig AVE
San Angelo, Texas 76903
United States

Government Business

Erica Wilde, Owner
ecarter@fentresseng.com
3257163013

113 E Twohig AVE
San Angelo, Texas 76903
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$351,004.00	Number of Employees (in accordance with 13 CFR 121) 6
---	--

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
-----------------------------	---------------------------	-------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Texas	Counties TX: Tom Green	Metropolitan Statistical Areas TX: San Angelo
-----------------	---------------------------	--



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

FORM CONFLICT OF INTEREST QUESTIONNAIRE

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.

NA

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.

NA

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.

NA

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.

NA

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 
Signature of vendor doing business with the governmental entity

12-21-2022

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

(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.



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

CERTIFICATION REGARDING LOBBYING-DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract na b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: na a. bid/offer/application b. initial award c. post-award	Report Type: a. initial filing na b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known: na		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: na
Federal Department/Agency: na	7. Federal Program Name/Description: CFDA Number, if applicable: na	
Federal Action Number, if known: na	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> na	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> na	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Erica Wilde</u> Print Name: <u>ERICA WILDE, P.E.</u> Title: <u>OWNER</u> Telephone No.: <u>325-716-3013</u> Date: <u>12-21-22</u>	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

FORM 1295

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.**

Carter-Fentress Engineering, LLC.
San Angelo, TX United States

Certificate Number:
2022-966584

Date Filed:
12/21/2022

Date Acknowledged:

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

City of Miles

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.

TxCDBG 2023-2024
Engineering and Surveying Services

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Erica Wilde, and my date of birth is 12-24-1982.

My address is 113 East Twohig, San Angelo, TX, 76903, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tom Green County County, State of TX, on the 21st day of December, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



113 E Twohig Ave
San Angelo, Texas 76903
Texas Reg. No. F-18818
Ph. 325.215.4332
www.carterfentress.com

REQUIRED CONTRACT PROVISIONS

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 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 must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022**

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>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	<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> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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,</p>	
--	---	--

	<p>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.</p> <p>(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.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</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>	
>\$2,000	<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. 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.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
>\$100,000	<p>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</p>	<p>2 CFR 200 APPENDIX II (E)</p>

	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.	
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 subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	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)
>\$25,000	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 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)

	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i></p> <p><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p>	

	<p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or 	2 CFR 200.216

	<p>essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>

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	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(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.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <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 (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	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	2 CFR 200.334

	<p>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 subrecipient. 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) <i>If submitted for negotiation.</i> 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) <i>If not submitted for negotiation.</i> 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>	
None	<p>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 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in</p>	<p>Texas Government Code 2252.152</p>

	Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(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:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal 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
	The Firm 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.	Section 504 of the Rehabilitation Act of 1973, as amended.