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REQUEST FOR QUALIFICATIONS  
FOR ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES

Submitted to Brown County, Texas  
by CENTURION PLANNING & DESIGN, LLC  
TBPELS #19840

September 7, 2021  
(Exhibit #7)



**REQUEST FOR QUALIFICATIONS**

Professional Services - Engineering/Architectural/Surveying  
Services

Submitted by:

**CENTURION PLANNING & DESIGN, LLC**

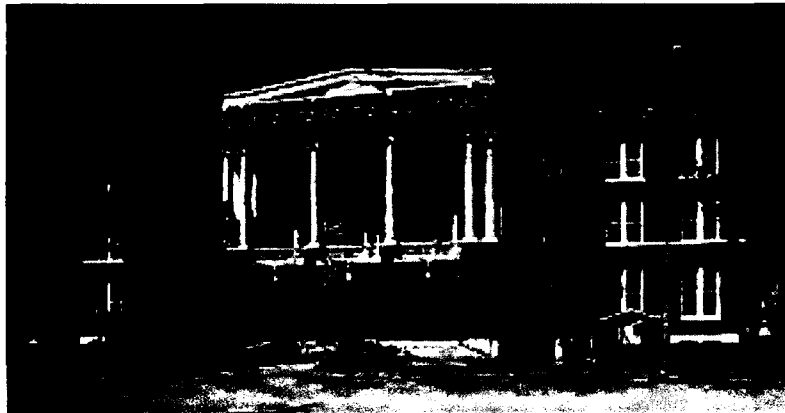
19 W. Beauregard Avenue, Suite A  
San Angelo, Texas 76903  
(325) 757-1001

Contact Person:

David Alexander, PE

TBPELS #19840

August 30, 2021



CENTURION PLANNING & DESIGN, LLC (CENTURION) is a San Angelo based, civil engineering and planning firm. We understand Brown County is seeking a responsive consulting team with the following experience:

- ✔ Experience successfully completing engineering, architectural, and surveying for infrastructure, utilities, and other municipal/county projects
- ✔ Experience working on federally funded projects
- ✔ Experience with projects located in the general region
- ✔ Experience with supporting studies – planning, permitting, geotechnical, survey, etc.
- ✔ Experience with construction oversight/management



CENTURION was founded in 2018 to meet the growing need for a responsive planning and civil engineering consultant in West Texas. Based in San Angelo, the Centurion Team is focused on providing municipal and aviation services to clients located in small to mid-sized counties, cities and towns. Since opening our doors our clients have included, among others, the City of Brownwood, Irion County, the City of San Angelo, Upton County, and the City of Austin.

Building upon our team's 40+ combined years of consulting experience, our objective is to provide clients with the right solutions at the right time. Over 90 percent of our completed assignments are funded by local governments, the State of Texas, and the federal government; therefore, we understand the requirements of local, state, and federal agencies.

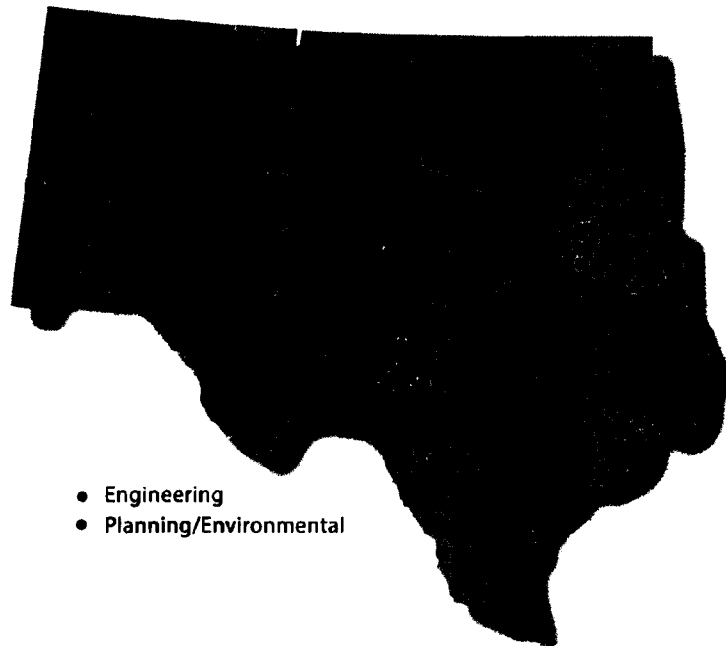
Centurion is a woman-owned firm registered by the Texas Department of Transportation (TxDOT) as a disadvantaged business enterprise (DBE).

### Municipal Services provided by Centurion include -

- ✔ **ROAD, STREET, AND SIDEWALK DESIGN.** From concept through construction, our planning and design team will assist with all phases of the project – planning, environmental (if necessary), design, and construction.
- ✔ **STORMWATER, WASTEWATER, AND WATER UTILITIES.** Often located below the roads, streets, sidewalks, and even on private property, our design team can assist with the design of these very necessary services.
- ✔ **FACILITY DESIGN.** As more and more state and federal funds become available, we have found our City and County clients have the opportunity to upgrade or build new public facilities. We have the relationships and skill sets necessary to bring an appropriate team to meet the project goals and objectives.
- ✔ **CAPITAL IMPROVEMENT PLAN FORMULATION AND GRANT IDENTIFICATION.** Many of our clients do not have the necessary resources to prepare a short-, intermediate-, or long-range CIP. We assist with the formulation of a plan and then identify public and private funding sources.

### CENTURION PLANNING & DESIGN EXPERIENCE

As illustrated, our team experience has tremendous experience across the State of Texas; however, a firms experience is best reflected in the experience of our team. On the following page are brief summaries of the experience of key team members that will work on Brown County assignments.





DAVID ALEXANDER, PE. is your Principal-in-Charge for any assigned projects with Brown County. He has over 18 years experience conducting project assignments in Texas with the past 10 years focused on serving clients in West Texas.

David began his career as a design engineer for the Texas Department of Transportation (TxDOT), gaining valuable experience in all aspects of plans, specifications, estimate development, and construction oversight. As his career matured he developed a strong skill set in the management of large, complex, multi-disciplinary projects.

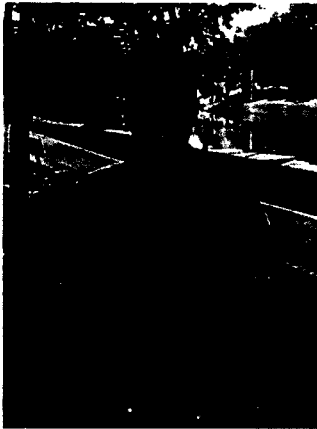
He has completed numerous assignments in and around Brown County including – pavement improvements at Brownwood Regional Airport, the City of Stephenville, and in the vicinity of the City of Cisco.



RUSSELL PEHL, PE. is your assigned Project Manager. Russell has more than 16 years' experience completing engineering assignments within both the private and public sectors. As a consultant, Russell engineered and provided consultation on projects including small rural water systems, geotechnical analysis, land development, hydrologic and hydraulic modeling, stormwater pollution prevention planning, septic system design, grease trap design, foundation design, and structural design.

Before joining the Centurion team, Russell spent six years working for the City of San Angelo's Public Works Department. Upon joining the engineering staff for the City of San Angelo, Russell began his tenure with the Water Utilities Department as a Project Engineer. He moved up the ranks becoming the Engineering Manager, and eventually the department's Assistant Director.

Since joining Centurion, Russell has managed projects ranging from the City of San Angelo's Chadbourne Street Reconstruction to the ongoing pavement rehabilitation project at Brownwood Regional Airport. These projects are relevant to Brown County assignments as both were partially funded using federal funds.



WILL DAVIDSON, PE is your assigned Design Engineer. Will is a versatile engineer, passionate about designing quality projects for the future. After graduating from Texas Tech University with a Bachelor of Science Degree in Civil Engineering, he began his career as a Project Manager for Terracon, a multi-disciplined firm specializing in environmental, facilities, geotechnical, and materials services.

Will has vast experience working with County Governments as well as successfully completing project assignments with federal funds. Will works closely with Irion County, assisting them with their CIP each year as well as the design of road, drainage, and facility improvements. Will was the design engineer for the MLK project in San Angelo as well as previous projects at Brownwood Regional airport, both of which had federal funding ties.

CHAD CROCKER is Centurion's Resident Project Representative, overseeing the construction of projects designed by the Centurion Team. Chad will not only observe construction, he will be on site daily, communicating with both the design engineer and the County concerning construction progress. He will act on behalf of the County and the design engineer, ensuring the project is constructed in accordance with the project plans and specifications. Chad is located within Centurion's San Angelo office allowing him to quickly respond to situations as they arise.

Chad is currently assisting with construction oversight for the ongoing project at Brownwood Regional Airport as well as the Chadbourne Street Reconstruction Project.

The following pages contain representative project descriptions of assignments completed by members of the Centurion Team. The matrix below is provided to aid the selection committee in evaluating our experience and its applicability to the requirements outlined within your Request for Qualifications.

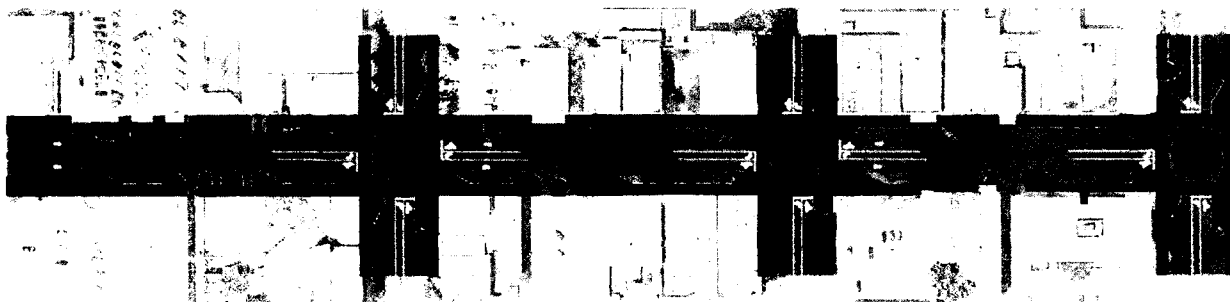
	Roads, Streets, and Sidewalks	Airports and Associated Facilities	Water Utility Design	Wastewater Utility Design	Stormwater Utility Design	Special Studies (architecture, geotech, survey, etc.)	Construction Phase Services	Federal/State Funding	Distance from Brown County (miles)
<b>Chadbourne Street Reconstruction</b>	X		X	X	X	X	X	X	70
<b>MLK Drive Reconstruction and Pedestrian Improvements</b>	X		X	X	X	X	X	X	70
<b>San Angelo Regional Airport On-Call Assignments</b>	X	X	X		X	X	X	X	70
<b>Iron County Road 420 and 430 Two-Course Surface Treatment</b>	X				X	X	X	X	85
<b>Iron County Road 113 Two-Course Surface Treatment</b>	X				X	X	X	X	85
<b>Iron County Volunteer Fire Facility</b>			X	X	X	X	X		98
<b>Iron County Road Surface Treatment Prioritization Report</b>	X				X	X			85
<b>Iron County Road 420 and 430 Two-Course Surface Treatment</b>	X				X	X	X	X	85
<b>Upton County Runway Widening and Surface Treatment</b>		X			X	X	X	X	170
<b>Brownwood Airport Pavement Rehabilitation</b>		X			X	X	X	X	0
<b>Lake Nasworthy Sewer Design</b>			X	X	X	X	X		65
<b>Chadbourne Street Utility Design</b>			X	X	X	X	X	X	70
<b>Ozona ISD - School Improvements</b>	X		X	X	X		X		155
<b>Brownwood Airport Runway and Taxiway Rehabilitation</b>		X			X	X	X	X	0

## CHADBOURNE STREET RECONSTRUCTION

San Angelo, Texas

Project Reference, Mitchell Gatlin (325) 657-4547

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The project consists of the rehabilitation of Chadbourne Street from 6th Street, near Highway 67, to Washington Drive. It includes the reconstruction of the street surface, ADA accessibility improvements, and new water, sewer, and stormwater infrastructure. Centurion led the project team for this effort, expanding our skillset with additional support for landscape architecture, franchise utility coordination, and project surveying. Coordination with the Texas Department of Transportation (TxDOT) was necessary as the project received grant funding for portions of the pedestrian facilities.

The project is divided into three phases:

- Phase A is from the Concho River to the north side of the intersection with Beauregard Avenue.
- Phase B is from the north side of the intersection with Beauregard Avenue to 6th Street.
- Phase C includes areas from Washington Drive to the Concho River.

The Chadbourne Street project is very complex and required a large project team, multiple phases of design, and regular coordination with impacted business owners as well as City Staff and Leadership. The project began with a conceptual design phase, providing the design vocabulary and overall design criteria. Centurion is currently in the process of the final design stage for this very important project.

Challenges encountered and overcome during the design process included the aggressive project schedule and the large number of businesses impacted by the project. To maintain schedule, regular meetings were held with City Staff and Leadership to ensure the lines of communication were open and dialog was ongoing. Because of the impact on businesses, an outreach plan was prepared and implemented. This project is in the heart of San Angelo's historic downtown and many local businesses will be affected by the construction of the improvements. The outreach process included communication at key times during the design process, communicating the schedule and possible day-to-day impacts during construction. Centurion will lead the construction phases of the project, helping maintain continuity establishing a point of contact for impacted parties.

<i>Project type</i>	street, utility, water, wastewater, and sidewalk reconstruction
<i>Project length</i>	approximately 1.3 miles
<i>Budget</i>	\$22,000,000
<i>Final cost</i>	TBD



## MLK DRIVE RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS

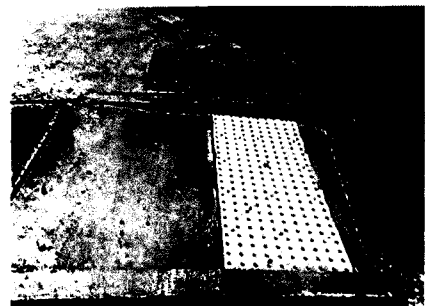
*San Angelo, Texas (project completed by staff members)*

*Project Reference, Lance Overstreet, PE, (325) 657-4201*

The City of San Angelo was awarded a transportation enhancement program grant in 2014 to connect pedestrian facilities within the city by utilizing shared-use bicycle lanes and sidewalks along Martin Luther King (MLK) Drive. After a pavement evaluation project was completed, the City decided to utilize the grant funding, coupled with local funding, to improve both the pedestrian facilities and the roadway on MLK. Since grant funding was to be utilized through the Texas Department of Transportation (TxDOT), the project was required to be let to construction by September 2016. If the project was not under contract for construction by that time, the grant funds would expire and could not be utilized.

Design of the project began in January of 2016. The project design began with a preliminary phase to gather the necessary field data and obtain environmental clearances through the preparation of a Categorical Exclusion. A detailed engineering topographical survey was conducted in association with subsurface utility engineering level "D" to locate all relevant utilities within the project corridor. Geotechnical investigations were undertaken to determine existing pavement thickness and subgrade quality. Materials were collected to aid in the design of a pavement section. During the field data collection and testing, a detailed review of existing digital information provided by the City was completed.

Project design consisted of water and sanitary sewer line design, which included the replacement and resetting of existing manholes so that they would be flush with the new roadway surface at project completion. The utility design was completed and phased so that construction of the utilities could be completed prior to roadway construction. This allowed for new utilities to be installed under the full right-of-way of the road, greatly reducing the need to cut into the new pavement for utility repairs in the future.



*(MLK Drive Reconstruction, continued)*

The pavement geometric design was coordinated with the shared-use bicycle facilities and pedestrian sidewalks. Driveway design and coordination with local businesses were critical features of the project, as many businesses did not have curb and gutter fronting their section of roadway. The redesigned road and sidewalk system had to compliment the current and future uses by business for parking and entrance to the business. Drainage was also critical, since there were multiple existing locations where storm water was ponding on the road or running off into neighboring properties causing flooding. The drainage was controlled with the geometric design of the road. The roadway utilized surface drainage to allow water to flow to the natural drainage system toward the river.

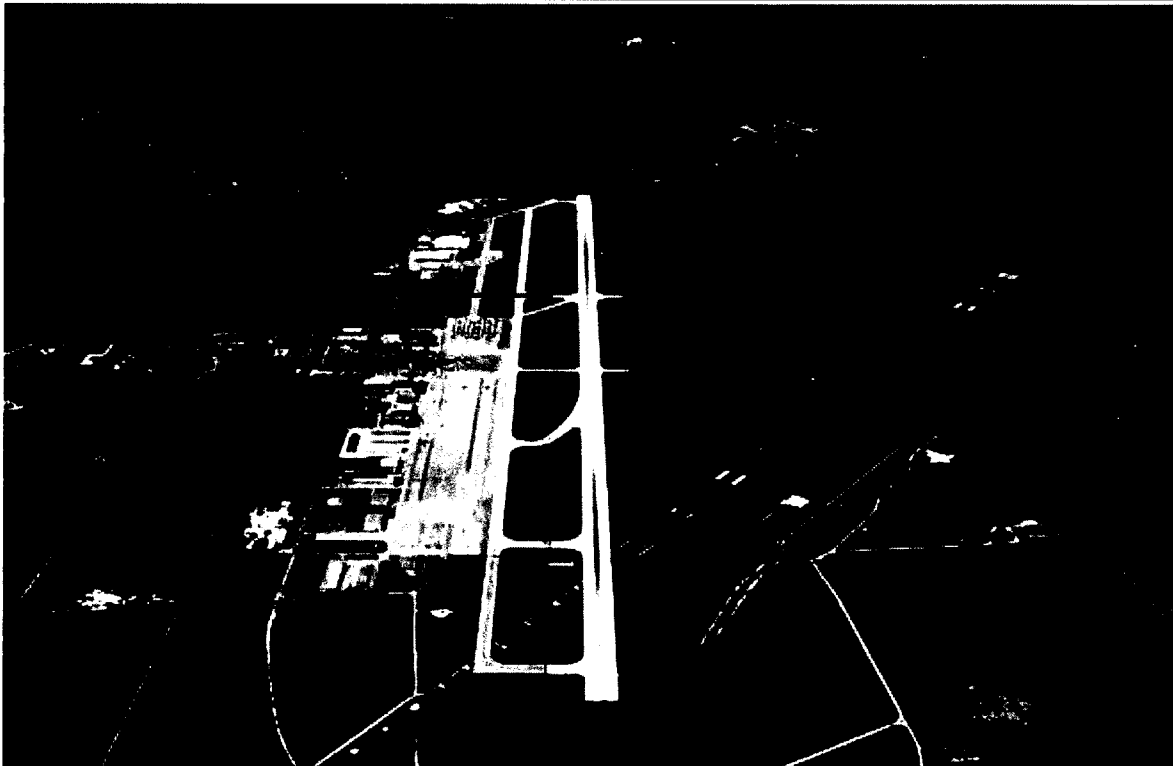
Traffic signals were updated at the intersections that were already signalized and were determined to warrant signalization. As part of the design process, the city determined that one existing signalized intersection did not require a signal. The decision was made to replace the signal with stop signs as part of the project. The new or replaced signals were deployed with the latest technologies, as the City was in the process of upgrading signals city-wide to a common system with fewer components. Signal design also considered the existing area around the intersection. Signal pole location at each signalized intersection was adjusted to provide adequate clearance around existing overhead electric lines that run along the edge of the roadway.

*The project was designed and bids were received on time. Project design began in January 2016 with bid documents ready by the end of July 2016. Considering the magnitude of the project, an estimated \$7,000,000, meeting this schedule was considered an accomplishment by all involved. Bids came in under budget and the project is now complete.*

## SAN ANGELO REGIONAL AIRPORT ON-CALL ASSIGNMENTS

*San Angelo, Texas (project completed by staff members)*

*Project Reference, Jeremy Valgardson, (325) 659-6409 x3*



*Projects described below were undertaken by Centurion team members over the past three years while with their previous firm. Only those projects that were managed and/or designed by Centurion staff are included.*

Taxiway Charlie Relocation, Taxi Echo Reconfiguration, Apron Islands, and Apron Void Repairs. To meet FAA design standards, the project team designed the relocation of Taxiway Charlie, reconfiguration of Taxiway Echo, and installation of apron islands.

- ✔ **Taxiway Charlie** was relocated north of Runway 9-27 to meet taxiway separation standards and improve traffic flow for aircraft landing on Runway 36.
- ✔ **Taxiway Echo** was reconfigured to provide 90-degree connection with Runway 18-36.
- ✔ **Apron islands** were designed and installed at the intersection of Taxiways Delta, Echo and Foxtrot to prevent direct access from the apron to the runway.
- ✔ **Apron void repairs** were required along the apron to remedy a void created by a previous apron improvement project.

These projects would result in an impact to existing tenants as well as the commercial service operator. To ensure proper communication with users an outreach program was implemented during the project design and approval processes. Multiple presentations were given during tenant meetings as well as Airport Advisory Board meetings. A detailed project schedule and description of "construction routes" were provided. Close coordination was undertaken with the A TCT to ensure that traffic was appropriately routed during the construction process.

*(San Angelo Regional Airport On-Call, continued)*

Pavement Management Program. Using grant funds from the FAA, the project team undertook a detailed and extensive pavement evaluation in the fall of 2016. The study consisted of both destructive and non-destructive testing methods and a physical inventory of airfield pavements. This resulted in the assignment of a pavement condition index (PCI) and pavement classification number (PCN) for all runway, taxiway, and apron surfaces. Using this information, a Pavement Management Program (PMP) was prepared to provide a schedule for necessary pavement maintenance and rehabilitation. Short term projects were reflected in the airports CIP and the plan was provided to the FAA for current and future project justification purposes.

Pavement Prioritization Plan. Upon review of the Pavement Management Program for San Angelo Regional Airport, the FAA communicated that only 2 of the airport's 3 runways would be considered eligible for Airport Improvement Program (AIP) funding assistance. The third runway would be the financial responsibility of the City. To assist with determining which of the 3 runways to seek AIP assistance for, and assess potential costs associated with maintaining all 3 runways, the project team prepared a Pavement Prioritization Plan. As part of this process a detailed wind analysis was undertaken, input was sought from airport users, and a financial plan was prepared. The consultant team recommended that Runway 9-27 be closed and Runways 18-36 and 3-21 be maintained as the airport's 2 AIP eligible runways. The consultant team's recommendations were accepted after presentations to the Airport Advisory Board, interested pilots, and City Council. The City concluded that the closure of Runway 9-27 provides land use development opportunities that would otherwise not exist.

Airport Master Plan. In July 2018 Centurion was selected to complete an Airport Master Plan and AGIS Inventory for the airport. This project is currently in the inventory stages. Unique to this plan is the inclusion of an economic inventory and forecast which will be used to identify potential airport tenants and industries that would benefit from locating at or near the airport.

Miscellaneous Support. In addition to the projects discussed above, Centurion staff has also assisted the City of San Angelo with additional tasks including:

- ✔ Passenger Facility Charge (PFC) application, coordination, and approval processes.
- ✔ Categorical Exclusions to meet NEPA requirements for all development projects discussed above as well as all projects within the PFC application
- ✔ Preparation and maintenance of all ODOs for CIP projects
  - Grant applications
- ✔ Disadvantaged Business Enterprise (DBE) plans
- ✔ CIP preparation

## IRION COUNTY ROAD 420 AND 430 TWO COURSE SURFACE TREATMENT

*Irion County, Texas*

*Project Reference, Commissioner Bill McManus, (325) 656-8130*

The county road system in Irion County is significantly impacted by oil field truck traffic. While with their previous firm, Will and David conducted an inventory of all county roads and prepared a GIS database and CIP to prioritize road projects for the near future. These materials were prepared, initially, to support a County Transportation Infrastructure Fund (TIF) grant; however, even after these funds were received and spent, Irion County continues to use the information



on an annual basis to identify and prioritize necessary road improvements to keep their road system in acceptable condition for their citizens.

One of the first projects successfully completed after the establishment of Centurion Planning & Design, LLC was the design of a two-course surface treatment for County Roads (CR) 420 and 430. Irion County had periodically placed an aggregate base material on these roads, but they had become impassable during inclement weather under heavy truck traffic. To provide a wearing surface that would allow traffic to pass during inclement weather, the County contacted Centurion to provide a design that could be implemented within approximately 45 days. This time-frame was necessary as the funds allocated to the project were monies that had to be spent before the end of the fiscal year. Centurion staff went to work immediately, designing the project and contacting qualified contractors to garner interest in bidding on the project. Design was complete within 10 days and the project was put out to bid on CivCast within 2 weeks. The bid received by the selected contractor was under the estimate budget and the contractor was able to complete the job within the 45-day window.

CENTURION delivered this short-notice project on time and within budget.

<i>Project type</i>	surface treatment, emulsion prime coat and a two-course surface treatment
<i>Road length</i>	approximately 4.5 miles of county road
<i>Budget</i>	\$400,000

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PLANNING AND DESIGN

OUR EXPERIENCE

## IRION COUNTY ROAD 113 TWO COURSE SURFACE TREATMENT

*Irion County, Texas*

*Project Reference, Commissioner Bill McManus, (325) 656-8130*

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Upon the successful completion of the County Road 420 and 430 projects Centurion was again retained to provide basic professional engineering services for the design of a two-course surface treatment for County Road 113.

This project includes the design of a two-course surface treatment. Basic plan sheets with recommendations of material application rates will be prepared, and Centurion will assist with the preparation of bid materials.

It is anticipated the project will be constructed over multiple years, therefore, the contract allows for staff to assist with the bid process annually as needed.

Project type	surface treatment, emulsion prime coat and a two-course surface treatment
Road length	approximately 9 miles of county road
Budget	TBD



# IRION COUNTY VOLUNTEER FIRE FACILITY

Mertzon, Texas

Project Reference, Commissioner Bill McManus (325) 656-8130

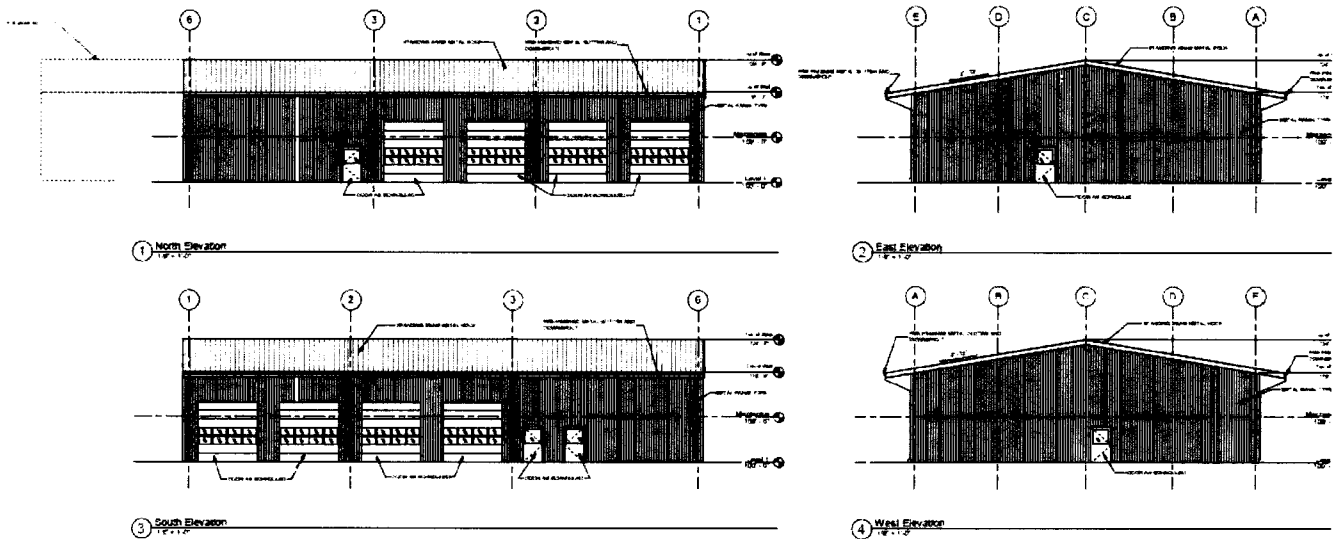
Centurion Planning & Design was contracted by Irion County to assist with the design and construction of a new facility to house the County's Volunteer Fire Department. Currently, the County does not have adequate space to house all their fire trucks, which has led to multiple trucks being housed at the private residences of the department's fire fighters.

The County desires to construct a new facility that can house all the department's vehicles, as well as provide a storage space and a meeting space for future training classes. This project includes the site layout and design, site grading, and utility design associated with the new 7,000 square foot building.

To support this project geotechnical investigation was conducted and an engineering topographic survey was conducted on the proposed site for the new facility. The project is currently at the 50% stage of design, with preliminary site plans and building plans developed and submitted to the County for their review.

Centurion staff will also assist with the construction administration of the facility. In partnership with the project architect, Centurion will be issuing and administering the construction contract through a construction manager at risk (CMAR) contract. The project is scheduled to go to selection of for the CMAR in November of 2019, with construction to occur in 2020.

<i>Project type</i>	site development
<i>Budget</i>	\$1.3 million
<i>Final cost</i>	TBD



# IRION COUNTY ROAD SURFACE TREATMENT PRIORITIZATION REPORT

Irion County, Texas

Project Reference, Commissioner Bill McManus, (325) 656-8130

Centurion has been tasked with the preparation of a report and plan of action for the prioritization of future seal coating of county roads. The purpose of this project is to provide the County with guidance regarding the prioritization of roads for future seal coating.

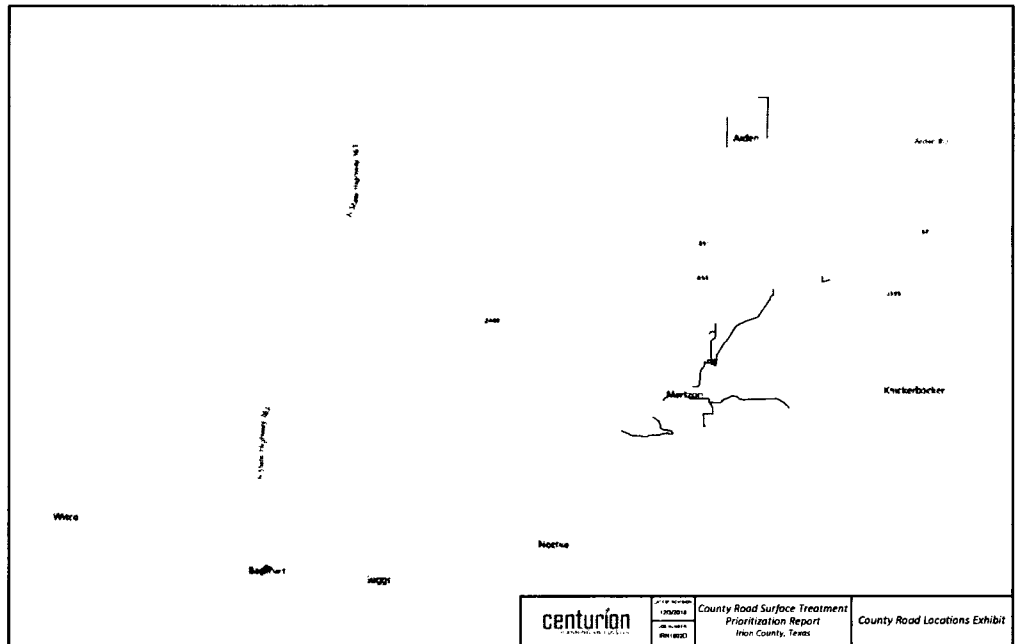
Staff will perform field investigations to take measurements

of existing roadways and undertake a visual inspection of each road. This investigation will be performed by a qualified team member driving the roads considered for seal coat and making a visual inspection of their condition and usage. This information will be used to compile a list of roadways ranked based upon current roadway condition and usage.

Using field data the Centurion Team will define a list of roadways to be seal coated based upon usage levels and existing condition. This list will be presented in the report for the County to consult when selecting roads for future seal coat projects. Once the roads to be treated are identified, Centurion will produce preliminary opinions of probable project costs (POPPC) to seal coat the roads based upon the dimensions and conditions observed during the field investigation. These estimates will be included both as a comprehensive list and as individual estimates with each road broken out individually for the County to use when selecting roads for future seal coat projects.

The final product of this effort will be a report containing all findings from the field investigation, the cost estimates, and the maps associated with the project.

Project type	transportation planning
Road length	30 miles of roads will be inventoried and evaluated
Budget	NA





## UPTON COUNTY RUNWAY WIDENING AND SURFACE TREATMENT

*Upton County, Texas*

*Project Reference, Judge Bill Eyer, (432) 693-2321 x2*

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Over the past few years, Upton County Airport in McCamey, Texas has experienced an increase in business jet traffic due to business interests in the area. During the last major project, the runway was narrowed to 75 feet in width. The Airport does not have a parallel taxiway or alternate means to access the ends of the runway from the ramp or hangars. Therefore, aircraft are forced to taxi on the runway and turn around at the runway end for takeoff, or back taxi after landing to get to the ramp and hangar areas. While the 75-foot width does accommodate smaller aircraft, the width is too narrow



and challenging for the larger jet aircraft to safely turn around for takeoff or departure from the runway.

Using end of fiscal year funds, the County contracted with Centurion to provide design services and coordinate the construction for the widening of pavement on the runway ends. This was a fast-paced project as only two weeks were available to design and construct the needed improvements.

To identify the appropriate width for the runway end widening, Centurion utilized Civil 3D software to model the turning movements of the design aircraft. This allowed our staff to minimize the size of pavement needed for the widening, while allowing for a factor of safety for the turning aircraft. No electrical improvements were planned or budgeted so the design needed to accommodate existing lighting.

Centurion conducted necessary coordination with TxDOT and the FAA and submitted the appropriate documents for airspace analysis and construction safety and phasing concurrence.

VALUE ADDED. During the site visit for the project, staff noted a portion of taxiway pavement that was heavily oxidized and in need of a surface treatment to protect the investment. Centurion coordinated a separate contractor to complete the fog seal of the pavement while working with the prime pavement widening contractor to complete the entire project within a two-week actual construction period.

CENTURION delivered this short-notice project on time and within budget.

<i>Project type</i>	asphalt surface widening and surface treatment, fog seal
<i>Budget</i>	\$ 80,000
<i>Final cost</i>	\$ 75,000



OUR EXPERIENCE

## LAKE NASWORTHY SEWER LINE

San Angelo, Texas

Project Reference, Allison Strube (325) 657-4547

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Centurion Planning & Design and CDM Smith, Inc. teamed together to assist the City of San Angelo in designing and installing a new sewer line at Lake Nasworthy. The area around Lake Nasworthy has experienced significant development over the past 20 years and due to no regional interceptors serving this area, and natural flow is toward the lake, there has been a proliferation of sanitary sewer lift stations constructed to serve the sewer needs of the area. Many of the lift stations have been installed on a development by development basis, with no benefit of regional planning. Additionally, many properties immediately adjacent to the lake and/or in low lying flat areas are difficult to serve with conventional sanitary sewers. These areas have seen a large increase in the use of grinder pump systems that are time-consuming and costly for the City to maintain. These issues, and development interest in the Lake Nasworthy area, have led to the new sanitary sewer system. Centurion Planning & Design developed approximately 18,700 feet of new sewer main design consisting of two 12-inch sewer mains and one 8-inch sewer main. Centurion also provided coordination with adjacent utility companies, utility relocates, public outreach and traffic control plans for the project.

<i>Project type</i>	utility, water, wastewater
<i>Project length</i>	approximately 4 miles
<i>Budget</i>	\$32,000,000
<i>Final cost</i>	TBD



## OZONA ISD - SCHOOL IMPROVEMENTS

*Ozona, Texas*

*Project Reference, Chance Howe, WRA Architects*

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The Ozona School project consists of site development for rehabilitation and replacement of existing high school education and gymnasium facilities. Centurion has put together a drainage design for a detention pond, parking configuration, retaining walls, and ADA accessibility design. The challenge is accommodating for drainage to the new and larger facilities being the site is long and narrow and does not allow for natural drainage patterns with the new improvements. To overcome this challenge, Centurion will design a detention pond and outlet structures to meet or exceed existing conditions as well as creating a series of smaller detention ponds and/or subsurface drainage to accommodate the challenges of the site. There is a significant grade change across the site that proves challenging for ADA compliance. To negate this challenge, a series of retaining walls and ADA compliant ramps were designed to meet the ADA standard. The existing sewer main serving the property bisects the property and is currently in the way of the new building additions. Centurion will design a plan to relocate the current sewer main in an alternate alignment where the new sewer main can be accessed for future maintenance and use.

*Project type*

new facility, utility, water, wastewater

*Budget*

\$25 million

## REFERENCES

Our references are often our best spokespeople. We encourage you to contact any or all of the individuals below to inquire regarding -

1. *The quality of our work*
2. *Our ability to meet aggressive project deadlines*
3. *Our ability to keep projects on schedule and budget to the fullest extent practicable*
4. *Our responsiveness during all phases of the project, including construction oversight and administration*

**MR. BOBBY BURKS**

Airport Manager, Brownwood Regional Airport  
(325) 643-1482

**MR. SHANE KELTON**

Executive Director of Operations, City of San Angelo  
(325) 657-4206

**JUDGE MOLLY CRIDER**

County Judge, Irion County  
325-835-4361

**MR. GUY ANDREWS**

Director, San Angelo Economic Development Corporation  
(325) 643-1482

**MS. ALLISON STRUBE**

Director Water Utilities, City of San Angelo  
(325) 657-4323

*THE CENTURION TEAM IS PREPARED TO IMMEDIATELY ASSIST BROWN COUNTY WITH ANY AND ALL PROJECT ASSIGNMENTS AND IS COMMITTED TO COMPLETING SUCH ASSIGNMENTS IN ESTABLISHED TIMELINES TO MEET GRANT REQUIREMENTS.*

The CENTURION team has experience with and is prepared to assist Brown County with all of the project types listed within the Request for Qualifications. The graphic below illustrates our understanding of the project design process.

### STEP 1 REVIEW PROJECT AND DEFINE NECESSARY TASKS AND ASSIGNMENTS

- The team will review existing project information and documentation and provide input that will confirm, improve, or supplement the design elements.
- The team will then meet with the County and other stakeholders to define the direction of the project.

### STEP 2 ASSEMBLE PROJECT TEAM

- As needed, resources will be added to the project team to supplement the Centurion skill set. We have established working relationships with various architects, geotechnical firms, survey firms, etc.

### STEP 3 PREPARE AND COORDINATE PROJECT SCOPE

- Based on the identified project scope and necessary tasks, Centurion will coordinate the preparation of a project Scope of Work with relevant team members. After the scope is complete it will be provided to the county for review and comment and a fee will be prepared.

### STEP 4 FIELD INVESTIGATIONS AND DATA COLLECTION

- Centurion Project Engineers will conduct a thorough inventory of the existing conditions and necessary resources will be brought on board to assist with items such as topographic survey, geotechnical investigation, review and collection of traffic data, etc.

### STEP 5 30% SCHEMATIC DESIGN

- The 30% schematic design establishes things such as the layout for utility connections, sidewalks, intersections, pedestrian facility locations, and water or sewer mains. At this time the team determines if there are any potential right of way concerns, floodplain or drainage issues and high level opinions of probable construction costs are provided. If required, coordination with state or federal agencies begins at this point to ensure applicable grant funds are secure and project requirements are being met.

### STEP 6 60% INTERMEDIATE DESIGN SUBMITTAL

- The 60% design submittal builds upon the 30% submittal. All comments are addressed and any issues from the 30% submittal will be resolved.

### STEP 7 90% FINAL DESIGN SUBMITTAL

- This task is the final phase of design with all work items complete. This is the phase prior to actual construction documents and gives the County a final review of the documents ahead of project bidding. We also work with the County Clerk or other assigned departments to expedite the bidding process.

### STEP 8 100% DESIGN/CONSTRUCTION DOCUMENTS SUBMITTAL

- This final step is the actual sealing, signing, and printing of the plans, specifications, and a final cost estimate.

### STEP 9 BIDDING/CONSTRUCTION PHASE SERVICES

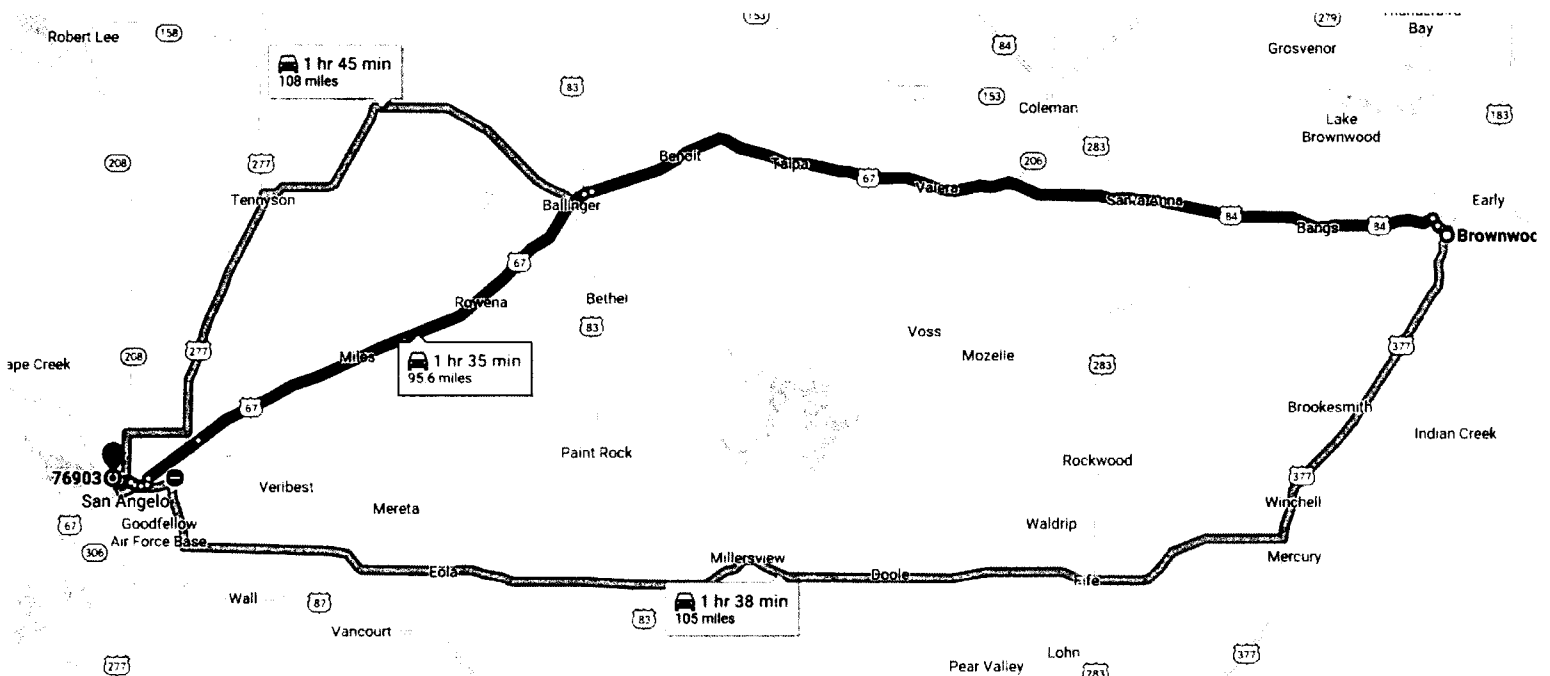
- Centurion will work with the County during the bidding phase of the project. After we assemble the final PS&E package in the 100% final design phase, we will coordinate and attend pre-bid meetings, respond to questions, and issue addendums as necessary. Once the bidding phase is complete, Centurion will provide a conformed set of plans and specifications to provide clarification to the contractor and inspectors during construction and finalized during the bidding phase.
- Centurion also assists with construction phase services and provides required construction administration as part of the scope of work.

### STEP 10 CLOSEOUT

- Centurion will work with the County during the substantial and final completion of construction. Centurion also works with the contractor and County Inspector during construction to develop a set of as-built drawings for permanent record.

## OUR TEAM

The Centurion Team is prepared to immediately assist you with any necessary project assignments. We are regularly in Brownwood, overseeing construction of improvements at Brownwood Regional Airport. As described previously, our project team is located in San Angelo, Texas and consists of engineers, planners, and construction project representatives. The resumes on the following pages provide additional details regarding our team members.



### WHAT MAKES THE CENTURION TEAM DIFFERENT?

**ABILITY TO MEET IN PERSON.** Centurion is committed to personally meeting with County Representatives, landowners, communities, other interested parties as directed. The local project team of Centurion's availability to meet in person is in our opinion one of the critical aspects for completing a successful project.

**COMMITMENT TO THE REGION.** We are committed to our clients in West Texas regardless of the project size or location. We believe that more is accomplished in faced to face meetings than on the phone, via email, or through internet video chats. Whenever possible we will be on site to ensure that projects are completed on time and within budget.

# David A. Alexander, P.E.

## PRINCIPAL ENGINEER



David began his professional career with the Texas Department of Transportation (TxDOT) as a design engineer, gaining valuable experience in all aspects of plans, specifications, estimate development, and construction oversight. His time with a state agency has proven beneficial to his clients as he understands the inner-workings of government functions such as project prioritizing, funding, and approval.

### RELEVANT PROJECT EXPERIENCE

#### City of San Angelo

- Chadbourne Street Reconstruction
- MLK Rd Reconstruction
- San Angelo Regional Airport USCBP Apron Improvements
- Sanitary Sewer Main – 15" diameter approx. 1.5 miles long
- Business and Industrial Park Site Certification Project
- Business and Industrial Park Master Plan
- City Wide Street Evaluation Project
- Houston Street Water Line Rerouting and Extension

#### Tom Green County

- Grape Creek Road Mill/Overlay, Widening and Drainage Improvements

#### City of Eldorado

- TxDOT TAP Sidewalk Project

#### City of Brady

- Brady Creek Hike and Bike Trail
- Brady Lake Boat Ramp Rehabilitation
- Brady Civic Center Renovation Project
- Brady Water Main Slip Lining Project

#### City of Sonora

- WWTP Permit Renewal
- TCEQ Tier II Reporting
- JL Bar Ranch Pavement Rehabilitation

#### Irion County

- County Wide Road Evaluation and Prioritization
- Design of Roadway Improvements due to Oil Field Traffic
- County Roads 420 and 430 Two-Course Surface Treatment Improvements

#### City of McCamey

- WWTP Permit Renewal/Emergency Pond Liner Investigation
- Elevated Storage Tank Preliminary Engineering Report (USDA)

#### Grayson County

- West Airport Water and Wastewater Utilities (Lift Station and Water System)

#### TxDOT

- **HALE COUNTY SH 194** – Rehabilitation of 11 miles of existing State Highway to include drainage analysis and design of cross structures, curb and gutter, and coordination with local property owners
- **FLOYD COUNTY – US 62/70** – Cement Stabilize and Overlay existing US Highway to include drainage and cross structure analysis, curb and gutter, local municipal and resident coordination. Enhancements to include landscape layout and colored textured concrete.
- **CASTRO COUNTY SH 194** – Rehabilitate 13 miles of existing State Highway to include drainage analysis and design of cross structures

### EDUCATION

BS, Civil Engineering | Texas Tech University | 2001

### EXPERIENCE

3 years U.S. Army, Infantry  
 5 years state government  
 12 years focused aviation consulting

### AFFILIATIONS

American Society of Civil Engineers  
 American Association of Airport Executives  
 Angelo State University - Industry Advisory Council  
 Private pilot since 1996

### PROFESSIONAL REFERENCES

Luis Elguezabel, former San Angelo Airport Director, (325) 245-1314



# Russell Pehl, P.E.

## SENIOR PROJECT MANAGER



Russell has more than 15 years' experience conducting engineering assignments within both the private and public sectors. This experience allows him to view projects from all sides, enhancing his ability to communicate with project stakeholders.

As a consultant, Russell engineered and provided consultation on projects including small rural water systems, geotechnical analysis, land development, hydrologic and hydraulic modeling, stormwater pollution prevention planning, septic system design, grease trap design, foundation design, and structural design.

Upon joining the engineering staff for the City of San Angelo, Russell began his tenure with the Water Utilities Department as a Project Engineer. He moved up the ranks becoming the Engineering Manager, and eventually the department's Assistant Director. In addition to coordinating and monitoring the City's water utility CIP, his experience while in this department included projects related to water treatment, production, maintenance, laboratory, special projects, reclamation, and conservation measures.

### EDUCATION

BS, Civil Engineering | Texas Tech University | 2004

### EXPERIENCE

8 years consulting  
7 years city government

### AFFILIATIONS

American Society of Civil Engineers  
Texas Water Utilities Association  
Texas Floodplain Managers Association  
Abilene Christian University - Visiting Committee Member  
West Texas Weather Modification Association - Board member  
Angelo State University - Industry Advisory Council  
Helping Hands - President  
Boy Scouts of America - Property Committee

### CERTIFICATIONS

Local Government Project Procedures (LGPP) Qualification, TxDOT  
Certified Floodplain Manager, Texas

After gaining valuable experience within the Water Utilities Department Russell accepted the position of City Engineer within the Engineering Services Department. In this role managed the CIP for the City's Public Works Department as well as significant land development and civil engineering infrastructure projects, with the help of professional staff. In addition to the technical requirements of this position, Russell also interacted regularly with the public as part of development projects. He served as a liaison between various regional organizations and state and federal agencies to coordinate projects and resolve technical and operational issues.

### RELEVANT PROJECT EXPERIENCE

#### City of San Angelo

- Chadbourne Street Reconstruction Project
- Avenue P Drainage Improvements
- College Hills and Red Arroyo Drainage Improvements
- River Valley Lane Drainage Improvements
- Goliad Elementary School Drainage Improvements
- Becker Road Drainage Improvements

#### Site Development

- COSADC TxDOT permit

#### City of Brownwood

- Brownwood Regional Airport Pavement Rehabilitation

# Will Davidson, P.E.

## DESIGN ENGINEER



### EDUCATION

BS, Civil Engineering | Texas Tech University | 2013

### EXPERIENCE

5 years consulting

### CERTIFICATIONS

PE#135166

### AFFILIATIONS

Texas Society of Professional Engineers

### PROFESSIONAL REFERENCE

Bill McManus III  
County Commissioner Precinct 4  
Irion County, TX  
(325) 656-8130

Will is a versatile engineer, passionate about designing quality projects for the future. After graduating from Texas Tech University with a Bachelor of Science Degree in Civil Engineering, he began his career as a Project Manager for Terracon, a multi-disciplined firm specializing in environmental, facilities, geotechnical, and materials services. In this role, he managed materials testing projects and conducted field and lab work. Specifically, he assisted with geotechnical and materials testing for a variety of projects, including the construction of a uranium enrichment facility in Eunice, New Mexico. This experience on a high-profile project taught him the importance of procedure, oversight, and quality control.

Upon relocating to the San Angelo area, Will accepted a position as a design engineer with a mid-sized civil engineering firm. He gained valuable experience in the planning, design and construction phases of municipal projects ranging from street design to sanitary sewer evaluations to the design of lift stations. Since joining the Centurion Team, Will has been invaluable in assisting with various road rehabilitation projects in Irion County and at the San Angelo Regional Airport.

Will is competent in the use of computer software including AutoCAD Civil 3D, Infracore, and Global Mapper.

### RELEVANT PROJECT EXPERIENCE

#### Roads and Streets

- Chadbourne Street Reconstruction, San Angelo, TX
- Grape Creek Road Improvements, Tom Green County, Grape Creek, TX
- Martin Luther King Drive Improvements, San Angelo, TX
- Irion County Road 420 and 430 Two-Course Surface Treatment, Irion County, TX
- El Dorado TxDOT TAP Sidewalk Program, El Dorado, TX

#### Site Development

- Irion County Volunteer Fire Facility

#### Recreational Facilities

- Brady Creek Trail Project, Brady, TX
- Brady Lake Boat Ramp Extension, Brady, TX
- Brady Civic Center Renovation, Brady, TX

#### Water and Wastewater

- Tom Green County Jail/SABIP New Sewer Main Project, San Angelo, TX
- Houston Street Water Line Extension (private developer), San Angelo, TX
- Brady-McCulloch County Jail Sewer Line Rehabilitation and Manhole Replacement, Brady, TX

#### Planning/Studies

- San Angelo Regional Airport USCBP Apron Improvements
- Irion County Volunteer Fire Facility
- Irion County Roads Condition Evaluation and CIP Preparation
- San Angelo Business and Industrial Park Master Plan and Site Certification
- SABIP Sanitary Sewer Study
- City of San Angelo Street Condition Evaluation and Prioritization

# Chad Crocker

## RESIDENT PROJECT REPRESENTATIVE



Chad brings a wealth of experience in construction site management and has a strong understanding of construction projects from start to finish. After graduating from Texas State University with a Bachelor of Business Administration in Economics, Chad worked as a general manager and transportation director for the cattle feed industry. Then, he moved on to the energy industry as a wireline field engineer where he honed his relationship building skills and gained valuable working experience in the field. Chad has a "hands-on" approach to projects. Prior to joining the Centurion team, he worked on a Solar Energy Farm Construction project and as a Construction Foreman for fiber optic cable installation.

Chad has been instrumental in the ongoing Chadbourne Street Reconstruction Project in identifying and mitigating potential challenges as well as project time constraints. He has built a good rapport with the City of San Angelo and contractors. In addition, Chad has been overseeing the new United States Customs and Border Control New Apron Project, at San Angelo Regional Airport.

## EDUCATION

Bachelor of Business  
Administration in Economics |  
Texas State University | 2000

## EXPERIENCE

6 years construction industry  
1 year consulting  
1 year transportation

## CERTIFICATIONS

Class A CDL with Hazmat  
Endorsement  
Pressure Control and 50-ton Crane  
Certification  
ATF Clearance  
PEC Safeland  
H2S Certificate

## RELEVANT PROJECT EXPERIENCE

City of San Angelo

- Chadbourne Street Reconstruction Project
- United States Customs and Border Control New Apron Project

City of Brownwood

- Brownwood Regional Airport, pavement rehabilitation

# Molly Waller

## PRINCIPAL PLANNER



### EDUCATION

Masters Degree in Community and Regional Planning | University of Nebraska | 1999

BS, Business Administration, Emphasis in Financial Planning | University of Nebraska | 1996

### EXPERIENCE

3 years federal government  
19 years consulting

### AFFILIATIONS

American Association of Airport Executives  
Commissioner, Lee's Summit Municipal Airport  
STM Aviation Board

Molly began her consulting career as a planner for a large, multi-national consulting firm. After gaining experience siting facilities, such as power plants and fiber cable installations, she moved on to a career focused on municipal and airport planning and environmental assignments. Over the past 16 years she has managed or led over 60 planning projects across the nation.

Her strengths lie in her ability to identify project challenges or concerns and then communicate the findings to project stakeholders, regulatory agencies, and the general public. Molly approaches each and every project differently, ensuring the outreach process is tailored to her client's needs.

### RELEVANT PROJECT EXPERIENCE

#### Focused Planning Studies

- City of San Angelo Business and Industrial Park Site Certification Project
- City of San Angelo Business and Industrial Park Master Plan
- San Angelo Regional Airport Land Use Management Strategies and Plan
- City of McAllen Cargo Expansion

#### NEPA/Environmental Studies

- EIS for Development of an Aquifer Storage and Recovery System, Sarasota, FL
- EIS for Construction of Fresh Water Reservoir, Tampa, FL
- EA for Construction and Operation of a Simple Cycle Power Plant, Holden, MO
- Categorcial Exclusion for TxDOT Safe Sidewalk to School Program, Paris, TX
- Categorical Exclusion for MLK Road Improvements (City of San Angelo)
- Multiple Categorical Exclusions for Airport Development Projects (City of San Angelo)
- Site Selection and Environmental Clearances for new airports in Branson, Missouri and Ennis, Texas

#### Public Outreach

- City of Paris Wastewater and Water Inventory, Plan, and CIP
- City of San Angelo Airport Master Plan
- City of Tyler Airport Development Projects
- City of McKinney Development Projects





# CENTURION PLANNING & DESIGN LLC

**ALERT!** This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID <b>081359639</b>	SAM Unique Entity ID <b>GMBMGS579UE8</b>	CAGE / NCAGE <b>86R61</b>
Purpose of Registration <b>All Awards</b>	Expiration Date <b>Jun 30, 2022</b>	Registration Status <b>Active</b>
Physical Address <b>69 N Chadbourne ST San Angelo, Texas 76903-5848 United States</b>	Mailing Address <b>69 N Chadbourne ST San Angelo, Texas 76903-5848 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 11</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>(blank)</b>
MPIN <b>*****7299</b>		

### Registration Dates

Activation Date <b>Jul 6, 2021</b>	Submission Date <b>Jun 30, 2021</b>	Initial Registration Date <b>Oct 9, 2018</b>
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### Entity Dates

Entity Start Date <b>May 15, 2018</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### 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 DUNS number, 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 DUNS number, 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 DUNS Number 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 DUNS number 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 DUNS number 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**

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

**No**

**Business Types**

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

**Government Types**

**(blank)**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>	Department Code <b>(blank)</b>
CAGE Code <b>86R61</b>	Agency Location Code <b>(blank)</b>	Disbursing Office Symbol <b>(blank)</b>

**Electronic Funds Transfer**

Financial Institution <b>FIRST NATIONAL BANK OF SONORA, THE</b>	Account Type <b>Checking</b>	Lock Box Number <b>(blank)</b>
Routing Number <b>*****3000</b>	Account Number <b>*****87871</b>	

**Automated Clearing House**

Financial Institution <b>FIRST NATIONAL BANK OF SONORA, THE</b>	Phone (U.S.) <b>8165194653</b>	Email <b>molly@plan.design</b>
Phone (non-U.S.) <b>(blank)</b>	Fax <b>(blank)</b>	

**Remittance Information**

Merchant ID1 <b>(blank)</b>	Merchant ID2 <b>(blank)</b>	Accounting Station <b>(blank)</b>
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**Remittance Address**

**Centurion Planning & Design, LLC  
69 N. Chadbourne ST  
San Angelo, Texas 76903  
United States**

EIN <b>*****1546</b>	Type of Tax <b>Applicable Federal Tax</b>	Taxpayer Name <b>Centurion Planning &amp; Design LLC</b>
Tax Year (Most Recent Tax Year) <b>2018</b>	Name/Title of Individual Executing Consent <b>Ceo</b>	TIN Consent Date <b>Jun 30, 2021</b>
Address <b>69 N Chadbourne ST San Angelo, Texas 76903</b>		

**Accounts Receivable POC**

♀  
**Molly A Waller  
molly@plan.design  
8165194653**

**Electronic Business**

♀  
**Molly A Waller**  
 molly@plan.design  
 8165194653

**69 N. Chadbourne ST**  
**San Angelo, Texas 76903**  
**United States**

**Government Business**

♀  
**Molly A Waller**  
 molly@plan.design  
 8165194653

**69 N. Chadbourne ST**  
**San Angelo, Texas 76903**  
**United States**

Company Security Level  
 (blank)

Highest Level Employee Security Level  
 (blank)

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541611	Administrative Management And General Management Consulting Services

**Product and Service Codes**

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
C1BD	Architect And Engineering- Construction: Airport Runways And Taxiways
C1BE	Architect And Engineering- Construction: Airport Terminals
C1BZ	Architect And Engineering- Construction: Other Airfield Structures
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LB	Architect And Engineering- Construction: Highways, Roads, Streets, Bridges, And Railways
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1PD	Architect And Engineering- Construction: Waste Treatment And Storage Facilities
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
 (blank)

**World Wide**

Annual Receipts (3 Year Average) \$1,800,000.00	Number of Employees (12 Month Average) 10
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**Location**

Annual Receipts (3 Year Average) (blank)	Number of Employees (12 Month Average) (blank)
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**Industry-Specific**

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
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This entity did not enter the EDI information



This entity does not appear in the disaster response registry.

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

**FORM CIQ**

**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.**

N/A

**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.**

N/A

\_\_\_\_\_  
 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.**

N/A

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.**

N/A

**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

\_\_\_\_\_  
 Date

**Certification Regarding Lobbying**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Centurion Planning & Design, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Molly Waller, CEO

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

August 27, 2021

\_\_\_\_\_  
Date

(To be completed by awarded vendor)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>  <div style="font-size: 2em; opacity: 0.5; transform: rotate(-30deg); position: absolute; top: 50%; left: 50%; pointer-events: none;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>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.</b>			
<b>4</b>			
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5 Check only if there is no interested Party.</b> <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b>			
My name is _____, and my date of birth is _____.			
My address _____ (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____.			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

## REQUIRED CONTRACT PROVISIONS

*Italics – Explanatory; not contract language*

### All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) 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 government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." 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)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CLFRF allocation, in order to make audits, examinations, excerpts, and transcripts and to closeout any City's/County's CLFRF allocation.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	CLFRF recipients and subrecipients must retain all required records for three years after CLFRF recipients and subrecipients make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p>	<p><u>Chapter 176 of the</u> <u>Local Government</u> <u>Code</u></p>

	<p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
<p>&gt;\$10,000</p>	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><b>Use the following language for contracts &gt; \$ 10,000:</b></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor 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 Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor 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.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
<p>&gt;\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><b>Use the following language for contracts &gt; \$50,000:</b></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>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 or state 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 costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>

Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CLFRF allocations. In the event that an allocation is not distributed to the City / County by the State or U.S. Department of Treasury, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)
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**Additional provisions for administration & engineering contracts associated with construction contracts**

THRESHOLD	PROVISION	CITATION
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</i></p> <p><b>§60-1.4(b) Equal opportunity clause.</b></p> <p><i>(b) Federally assisted construction contracts. 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:</i></p> <p><i>The applicant 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 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:</i></p> <p><i>During the performance of this contract, the contractor agrees as follows:</i></p> <p><i>(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</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>



are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor 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.

(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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant 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 applicant 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.

The applicant 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.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to

	<p>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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <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</p>	<p>24 CFR §135.38</p>

(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.

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.

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.

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.

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.

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.

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).	
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**Construction Contracts**

THRESHOLD	PROVISION	CITATION
>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i></li> </ol> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
>\$2,000 (Satisfied with inclusion of HUD 4010)	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any</p>	2 CFR 200 APPENDIX II (D)

	<p>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>&gt;\$10,000</p>	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</i></p> <p><b>§60-1.4(b) Equal opportunity clause.</b></p> <p><i>(b) Federally assisted construction contracts. 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:</i></p> <p><i>The applicant 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:</i></p> <p><i>During the performance of this contract, the contractor agrees as follows:</i></p> <p><i>(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</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor 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.

(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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant 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 applicant 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.

The applicant 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.

The applicant 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



	<p>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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

<p>&gt;\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <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>24 CFR §135.38</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>	
<p>&gt;\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>