City Council Agenda
7/10/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held July 10, 2025 at 3:00 PM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Public Comment**

Members of the public may raise issues or concerns not listed on the Regular Agenda during this time. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. When speaking, citizens must speak from the podium, address all comments to the dais, begin by stating your name and address or Single Member District number, and limit their remarks to three minutes or less.

3. **Special Agenda**

Comments regarding items on the Special Agenda may be made by the public when each item is discussed as outlined above. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. Comments are limited to less than three minutes. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

   a. Consider authorizing an order continuing the Declaration of Disaster issued by the Mayor related to the severe storm and flash flooding event that occurred on July 4, 2025 (Brandon Dyson)
   b. Consider approval of the Emergency Debris Collection Task Order 1 with Ceres Environmental under RFP OP-01-20 for an amount not to exceed $1,000,000 sourced from Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
   c. Consider approving an Emergency Purchase pursuant to Texas Local Government Code Section 252.022(a)(2) for Debris Collection Monitoring Contract with True North Emergency Management, LLC in the amount not to exceed $350,000 sourced from Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

4. **Follow Up and Administrative Issues**
   a. Announcements and consideration of Future Agenda Items
5. **Adjournment**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 7th day of July 2025, at 2:59 p.m.

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Heather Stastny, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.087 (Deliberations Regarding Economic Development Negotiations), and 551.089 (Deliberations Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Heather.Stastny@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Brandon Dyson, Interim City Attorney, Legal

Meeting Date: July 10, 2025

Item type: Regular Item

Caption:

Consider authorizing an order continuing the Declaration of Disaster issued by the Mayor related to the severe storm and flash flooding event that occurred on July 4, 2025 (Brandon Dyson)

Staff Recommendation:

Summary/History:

Pursuant to Texas Government Code Section 418.108(a) the Mayor declared a state of disaster due to the severe storm and flash flooding event that occurred on July 4, 2025. Debris removal and repair of public infrastructure caused by the storm could take significant time to remediate. City staff estimates between 90-120 days. Texas Government Code Section 418.108(b) provides that a disaster declaration issued by the Mayor can only continue for 7 days unless continued by City Council.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	Declaration Continuing State of Disaster July 4th Flood	Declaration Continuing State of Disaster July 4th Flood.doc

Presentation:

Brandon Dyson

Approvals/Reviews:

Heather Stastny	Created/Initiated
Brandon Dyson	Approved
Heather Stastny	Final Approval

ORDER CONTINUING
DECLARATION OF STATE OF LOCAL DISASTER
FOR SAN ANGELO, TEXAS

WHEREAS, the Mayor of San Angelo, Texas declared a state of local disaster on July 4, 2025 due to imminent threat from severe storms and flash flooding events (the "Storm");

WHEREAS, in accordance with Texas Government Code Section 418.108(b), the declaration of local state of disaster may not be continued or renewed for a period of more than seven (7) days except with the consent of the City Council;

WHEREAS, incorporated areas of San Angelo have suffered widespread or severe damage or loss of life or property on July 4, 2025 from the Storm;

WHEREAS, there are significant accumulations of debris, damage to public infrastructure and private property, and public health and safety threats related to the same;

WHEREAS, it is anticipated that it will take at least ninety (90) days to provide for the debris removal and immediate repair of vital public infrastructure caused by the Storm;

WHEREAS, a declaration of disaster activates the City's Emergency Management Plan;

WHEREAS, the Mayor and City Council of San Angelo have determined that further measures must be taken to protect the health, safety and welfare of the citizens of the City of San Angelo; and

WHEREAS, the City Council of San Angelo, Texas, pursuant to Texas Government Code Section 418.108(b), has consented to continue the declaration of local state of disaster for San Angelo, Texas.

NOW THEREFORE, BE IT DECLARED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, that:

1.) The Mayor's declaration of state of local disaster for San Angelo, Texas resulting from Storm is hereby continued (the "Declaration").

2.) This Declaration continues to activate the City's Emergency Management Plan.

3.) This Declaration continues to activate the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the Declaration, and the preparedness and response aspects of the plans are activated as provided in the plans.

4.) This Declaration continuing a local state of disaster shall be effective for ninety (90) days on and from its date of issuance, provided however that this declaration may be terminated before the expiration of ninety days by subsequent order of the Mayor, and may be continued or renewed beyond ninety days from its date of issuance only with the consent of the City Council of the City of San Angelo, Texas.

5.) The sections, paragraphs, sentences, clauses and phrases of this Declaration are severable and if any phrase, clause, sentence, paragraph or section of this Declaration should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Declaration that can be given effect without the invalid provision, and to this end the provisions of this Order are severable.

6.) This Declaration shall be given prompt and general publicity and shall be filed promptly with the City of San Angelo City Clerk.

7.) This Declaration shall take effect immediately from and after its issuance.

It is hereby **ORDERED**, this 10th day of July, 2025.

____
Tom Thompson, Mayor

ATTEST:

____
Heather Stastny, City Clerk

Approved as to Form:

____
Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: July 10, 2025

Item type: Consent Item

Caption:

Consider approval of the Emergency Debris Collection Task Order 1 with Ceres Environmental under RFP OP-01-20 for an amount not to exceed $1,000,000 sourced from Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

This item will authorize Ceres Environmental to begin debris removal services under Contract #21-00076 Task Order 1. In addition, the master contract will be amended to extend the expiration date by 180 days and incorporate new or unlisted federal provisions as well as adding a cost and unit of measure for completing the work by weight instead of cubic yards.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Solid Waste Fund Balance		51005	$1,000,000

Financial Impact:

Please see the attached BA memo for more details.

Other Information/Recommendation:

Attachments:

1.	BA Memo - Emergency Debris Collection	BA Memo - Emergency Debris Collection.pdf
2.	FEDERAL_CLAUSES-Contracts[1]	FEDERAL_CLAUSES-Contracts[1].docx
3.	21-00076_SECD	21-00076_SECD.pdf
4.	Pricing Submitted	Pricing Submitted.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Jeffrey Tomlinson	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Shane Kelton, Executive Director of Public Works

Date: 07/10/2025

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Debris collection contract for debris related to the July 2025 flooding disaster.

Source of Funding:

Solid Waste Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

-

Project/Budget to be amended	Revenue	Expense
Solid Waste Fund Balance		1,000,000

Additional Comments:

On July 4th, 2025 a disaster declaration was made related to severe storms and flash flooding events that occurred on July 3rd - July 4th, 2025. This amendment seeks to fund the collection and remediation of debris related to the disaster. The expenditures will be made from the Solid Waste fund, and will be requested for reimbursement from FEMA/TDEM if the city becomes eligible for aid.

FEDERAL CLAUSES

CERES agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(1) In accordance with 2 C.F.R. § 200.321, CERES shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps for the prime contractor to take regarding subcontractors must include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

B. Debarment and Suspension:

CLIENT and CERES are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension).

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

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

(3) This certification is a material representation of fact relied upon by CERES. If it is later determined that CERES did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

addition to remedies available to CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

C. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

D. DHS Seal, Logo, and Flags

Ceres shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

Contract financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

G. Program Fraud and False or Fraudulent Statements or Related Acts

CERES acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. Ceres SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

H. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

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

(b) Prohibitions*.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions*.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical *technology* of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting* requirement*.*

(1) In the event the CERES identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system,

during contract performance, or CERES is notified of such by a subcontractor at any tier or by any other source, CERES shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) CERES shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, CERES shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

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

I. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

For purposes of this clause:

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

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. COPYRIGHT AND DATA RIGHTS

Ceres grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Ceres will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Ceres will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

[X] **Federally Assisted Construction Contract**

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, CERES agrees as follows:

(1) Ceres will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Ceres will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Ceres 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) Ceres will, in all solicitations or advertisements for employees placed by or on behalf of the Ceres, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Ceres will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Ceres’ legal duty to furnish information.

(4) Ceres 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 Ceres' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Ceres 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) Ceres 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 Ceres' 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 Ceres 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) Ceres will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Ceres 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 Ceres becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Ceres may request the United States to enter into such litigation to protect the interests of the United States.

The Client 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 Client 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 Ceres and subcontractor 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 Client 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 Ceres 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 Ceres and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Client 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."

[X] PROCUREMENT OF RECOVERED MATERIALS

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

(1) In the performance of this contract, CERES shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

[X] FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, CERES shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

(1) Without invalidating the contract, Client reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Services within the scope of the Request must be accomplished by means of appropriate Field Orders, Change Orders, or Amendments.

(2) The Contract Administrator shall have the right to approve and issue Field Orders, Change Order, or Amendments setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order, Change Order, or Amendment involves no change in the Contract Price or the Contract Time.

(3) Changes in the quantity or character of the Services within the scope of the Request which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders or Amendments approved in advance and issued in accordance with the provisions of CLIENT'S Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

(a) In addition to the requirements of Executive Order 11246 of September 24, 1965, Ceres and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).

(b) CERES agrees to provide CLIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CERES which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) CERES agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) CERES agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

[X] CONTRACTS IN EXCESS OF $100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

(3) Withholding for unpaid wages and liquidated damages. CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CERES or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(4) Subcontracts. CERES or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS IN EXCESS OF $150,000.00

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

(2) CERES agrees to report each violation to CLIENT and understands and agrees that CLIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) CERES agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA. FEDERAL WATER POLLUTION CONTROL ACT (1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(4) CERES agrees to report each violation to CLIENT and understands and agrees that CLIENT, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

“Compliance with **the Copeland “Anti-Kickback” Act.**

Ceres shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Ceres or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Ceres shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Ceres and subcontractor as provided in 29 C.F.R. § 5.12.

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

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

(1) 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.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Ceres Environmental Services, Inc. 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

___Tia Laurie, Corporate Secretary______
Name and Title of Contractor's Authorized Official

Date____________________

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated ____________, 20___

_Ceres Environmental Services, Inc. __
Contractor

By_____________________________
(Signature)

By: Tia Laurie, Corporate Secretary_
(Name and Title)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ceres Environmental Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3825 85th Avenue North

Requester's name and address (optional)

6 City, state, and ZIP code

Brooklyn Park, Minnesota 54433

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

4 1 – 1 8 1 6 0 7 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ David Brown Date ▶ March 2, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Conflict of Interest Questionnaire

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ceres Environmental Services, Inc.

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.**

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Dawn Brown

Signature of vendor doing business with the governmental entity
Dawn Brown, Assistant Corporate Secretary

March 2, 2020

Date

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Debarment and Suspension Certification

1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:

   a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name Ceres Environmental Services, Inc.

March 2, 2020
Date

By: Dawn Brown, Assistant Corporate Secretary
Name and Title of Authorized Representative

Dawn Brown
Signature of Authorized Representative

NOT APPLICABLE

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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than $500,000 and three percent (3%) on contracts over $500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over $100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the Local Preference Consideration Application, and
2. *Describe in writing and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

A. Non-resident Vendors in ______________________ (give state), our principal place of business, are required to be _________ percent lower than resident vendors by state law. A copy of the statute is attached.

   Non-resident Vendors in Minnesota (give state), our principal place of business, are not required to underbid resident vendors.

B. Our principal place of business or corporate offices are in the State of Texas: ________.

VENDOR:

(Please print)

Ceres Environmental Services, Inc.
Company Name

Dawn Brown
Signature

Dawn Brown
Printed Name

Assistant Corporate Secretary
Title

9945 Windfern Road
Address

Houston, Texas 77064
City, State Zip Code

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PURCHASING DIVISION
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Special Insurance Rider
The City of San Angelo requires contractors doing business with the City to provide and continuously maintain in effect at all times during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City's Risk Management Office with a Certificate of Insurance on ACCORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City's minimum insurance requirements set forth herein.

☒ Commercial General Liability

This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

Minimum Limit(s):

$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$100,000	Fire Damage

☒ Business Auto Liability

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

Minimum Limit(s):

$1,000,000	Each Accident Limit

☒ Workers' Compensation and Employer's Liability

If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Minimum Limit(s):

$500,000	Employer's Liability, Each Accident
$500,000	Employer's Liability, Disease – Each Employee
$500,000	Employer's Liability, Disease – Policy Limit

☐ Professional Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

Minimum Limit(s):

$2,000,000	Combined Single Limits

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☒ **Environmental/Pollution Liability**

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

Minimum Limit(s):

$2,000,000	Combined Single Limits

☐ **Cyber Liability**

This policy shall be an occurrence-type policy and shall protect provider and additional insured against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

Minimum Limit(s):

$5,000,000	Privacy Notification and Crisis Management Expense
$5,000,000	Information Security and Privacy Liability
$5,000,000	Regulatory Defense and Penalties
$5,000,000	Payment Card Industry Fines and Assessments
$5,000,000	Website Media
$5,000,000	Business Interruption
$5,000,000	Extra Expense
$5,000,000	Data Assets Coverage
$5,000,000	Cyber-Extortion
$5,000,000	Computer Fraud
$5,000,000	Funds Transfer Fraud
$5,000,000	Social Engineering/ Fraudulent Instruction Coverage

☐ **Builder's Risk (All-Risk)**

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

Minimum Limit(s):

$2,000,000	Combined Single Limits

☐ **Liquor Liability**

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The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Certificate Holder:

City of San Angelo, Texas
72 W. College Avenue
San Angelo, Texas 76903

Written contracts will contain more detailed information regarding insurance requirements.

Bonds are required for contracts that meet the following guidelines:

- ☐ Contract in excess of $100,000 requires a Performance Bond
- ☐ Contract in excess of $50,000 requires a Payment Bond

The Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code) per Texas Government Code Sec. 2253.021 and must be payable to the City of San Angelo, Texas.

Please provide your agent or broker with a copy of these requirements.

If you have any questions concerning compliance with the City's minimum insurance requirements, please call the Risk Management Division at 325-657-4359.

Contractor agrees to comply with City of San Angelo Special Insurance Rider requirements.

CONTRACTOR:

By:

Dawn Brown, Assistant Corporate Secretary
Name and Title of Authorized Representative

Dawn Brown
(Signature)

Date: March 2, 2020

CITY OF SAN ANGELO
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Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFP OP-O1-20

My name is Dawn (First) C (Middle) Brown (Last), "Declarant";

My date of birth is March 8, 1957; and,

My address is 8155 Antrim Cove (Street), Eden Prairie (City), Minnesota (State)

55347 (Zip Code), and United States of America (Country).

My position with Ceres Environmental Services, Inc. (contracting company), contracting company, is Assistant Corporate Secretary (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

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

Executed in Hennepin (County) County, State of MN, on the 2nd day of

March (Month), 20 20.

Declarant Dawn Brown, Assistant Corporate Secretary

Tab 7.
Fee Schedule

3. FEE SCHEDULE

3.1 Unit Price Form

Item	Description	Unit of Measure	Unit Price
ROW Vegetative Debris Removal to TDSR Site			
1	Removal of debris from ROW as directed by City	CY	$8.49
ROW C & D Removal			
1	Removal of debris from ROW as directed by City	CY	$8.84
Management and Reduction			
1	Grinding (If price is reflective of chip size please indicate and provide pricing for options)	CY	$2.89 (6"x9" screen); $3.14 (3"x 3" screen)
2	Compacting Vegetative Debris and/or C & D Debris	CY	$0.98
3	Debris Site Management 1.) TDSR 2.) Homeowner drop-off site *Preparation, management and segregating of debris management site(s)*	CY	$1.47
Final Disposal from TDSR Site to Final Disposal Site			
1	0 – 14.99 Miles	CY	$ 3.98
2	15 - 29.99 Miles	CY	$ 4.34
3	30 - 59.99 Miles	CY	$ 5.18
4	60 Miles +	CY	$ 6.78
5	Single Price for collect & removal for any haul distance	CY	$ 5.98
Demolition of Private Structure			
1	Demolition of Private Structure	CY	$17.44
Mobilization and Other Vendor Specific Charges			
Note: Mobilization cost is built into all other line item pricing and does not have a separate cost.			

3.2 Scale of Disaster Vendor is Willing to Respond

Yes	No	
☒	☐	Small scale disaster (localized) minor damage
☒	☐	Medium scale disaster (large extent of City) major damage
☒	☐	Large scale disaster (City-wide) major damage

3.3 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The city will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the city (piggy-back purchase).

☒ Yes, other eligible entities can purchase.

☐ No, only the City of San Angelo can purchase

Additional Services

Hazardous Trees 6"-12" *Hazardous tree removal for a 6-12 inch trunk diameter.* Work consists of removing eligible hazardous trees and placing them on the safest possible location on the ROW for collection under item #1.	Tree	$ 85.00
Hazardous Trees 13"-24" *Hazardous tree removal for a 13-24 inch trunk diameter. Work consists of removing eligible hazardous trees and placing them on the safest possible location on the ROW for collection under item #1.*	Tree	$ 155.00
Hazardous Trees 25"-36" *Hazardous tree removal for a 25-36 inch trunk diameter. Work consists of removing eligible hazardous trees and placing them on the safest possible location on the ROW for collection under item #1.*	Tree	$ 210.00
Hazardous Trees 37"-48" *Hazardous tree removal for a 37-48 inch trunk diameter. Work consists of removing eligible hazardous trees and placing them on the safest possible location on the ROW for collection under item #1.*	Tree	$ 275.00
Hazardous Trees 49"+ *Hazardous tree removal for a 49+ inch trunk diameter. Work consists of removing eligible hazardous trees and placing them on the safest possible location on the ROW for collection under item #1.*	Tree	$ 355.00
Hazardous Limbs (Hangers) >2" *Hazardous hanging limb removal with a greater than 2 inch diameter (price per tree). Work consists of removing eligible hazardous limbs and placing them on the safest possible location on the ROW for collection under item #1.*	Tree	$ 89.00
Hazardous Stumps >24"-36" *Hazardous stump removal and hauling for a >24-36 inch stump diameter.*	Stump	$ 225.00
Hazardous Stumps 37"-48" *Hazardous stump removal and hauling for a 37-48 inch stump diameter.*	Stump	$ 250.00
Hazardous Stumps 49"+ *Hazardous stump removal and hauling for a 49+ inch stump diameter.*	Stump	$ 275.00
Stump Fill Dirt *Fill dirt for stump holes after removal.*	CY	$ 26.75
ROW White Goods Removal *Pick up and haul of white goods to disposal site.*	Unit	$ 49.00
Freon Management *Freon management and recycling.*	Unit	$ 39.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: July 10, 2025

Item type: Consent Item

Caption:

Consider approving an Emergency Purchase pursuant to Texas Local Government Code Section 252.022(a)(2) for Debris Collection Monitoring Contract with True North Emergency Management, LLC in the amount not to exceed $350,000 sourced from Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

This contract will be for disaster debris monitoring and recovery grant management services, in relation to the flood debris removal work performed by Ceres Environmental. This is to ensure disaster debris removal operations are in compliance with applicable federal and state standards, including FEMA and TDEM guidance.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Solid Waste Fund Balance		51005	$350,000

Financial Impact:

Please see the attached BA memo for more details.

Other Information/Recommendation:

Attachments:

1.	Sample Contract- San Angelo	Sample Contract- San Angelo.docx
2.	BA Memo - Debris Collections Monitoring	BA Memo - Debris Collections Monitoring.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Jonathan Flores	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the City of San Angelo experienced devastating impacts from storms that occurred on July 4, 2025 and there exists a public emergency and disaster debris presents a public health hazard.

WHEREAS, this Agreement is executed under emergency authority and is exempt from competitive procurement pursuant to 2 CFR 200.320(c) and applicable state and federal declarations;

WHEREAS, Contractor is qualified and capable of performing the services described herein;

This Agreement is effective __________________("Effective Date") by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and True North Emergency Management, LLC ("Contractor").

1. STATEMENT OF WORK:

A. Description of Work. Contractor shall perform disaster debris monitoring and recovery grant management services, as further described in Exhibit A – Scope of Work. Contractor shall furnish all materials, equipment, labor, and other services necessary for the completion of the Work.

B. Contract Price. City shall compensate Contractor for services performed under this Agreement based on the hourly rates set forth in Exhibit B – Quote Price for Services. Compensation shall be limited to the not-to-exceed amount authorized by the City for each task or assignment. The initial not-to-exceed amount does not constitute a guarantee of total compensation or scope. It may be increased, with advance written request by Contractor and approval by the City, to reflect the actual duration, scale, or resource requirements of the project.

C. Term. This Agreement shall remain in effect for a period of ninety (90) days from the Effective Date, unless terminated earlier as provided herein. The term may be extended upon mutual written agreement of the Parties.

2. PAYMENT PROCEDURES: Contractor shall submit itemized invoices on a monthly basis for services performed under this Agreement. The City shall pay all approved, undisputed invoices within thirty (30) days of receipt. Travel-related expenses (e.g., lodging, per diem, airfare, car rental, fuel) shall be reimbursed at actual cost with no markup.

3. CONTRACTOR' S REPRESENTATIONS: In order to induce the City to enter into this Agreement, Contractor makes the following representations:

A. Contractor has familiarized itself with the nature and extent of this Agreement, the Work, and with all applicable local conditions, and federal, state, and local laws and regulations.
B. Contractor has made, or caused to be made, examinations and evaluations it deems necessary to perform the Work within the contract time and in accordance with this Agreement.
C. Contractor affirms that no formal solicitation or quote was submitted for this emergency contract and acknowledges that the Agreement was entered into pursuant to applicable emergency procurement provisions. Contractor has reviewed the Agreement and has not identified any material conflicts or discrepancies.

D. Contractor is duly qualified, skilled, and experienced to responsibly perform the type of Work described in this Agreement in a timely and professional manner.

4. INDEMNIFICATION:

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL LOSS, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES CONTEMPLATED BY THIS AGREEMENT WHICH IS OR IS ALLEGED TO BE DIRECTLY OR INDIRECTLY CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTOR"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART (WHETHER JOINT, CONCURRENT OR CONTRIBUTING) BY ANY NEGLIGENT ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF THE INDEMNITIES, OR ANY OF THEM OR (II) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF CONTRACTOR TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTOR'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. INSURANCE - TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

A. COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent

Contractors [to remain in force for two (2) years after final payment]. Coverage limits shall not be less than:

$2,000,000.00	**General Aggregate**
$1,000,000.00	**Products - Completed Operations**
$1,000,000.00	**Personal & Advertising Injury**
$1,000,000.00	**Each Occurrence**
$ 100,000.00	**Fire Damage (any one fire)**

B. BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

$1,000,000.00	**Combined Single Limit per Claim**

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
$ 500,000.00	**Employer's Liability, Each Accident**
$ 500,000.00	**Employer's Liability, Disease – Each Employee**
$ 500,000.00	**Employer's Liability, Disease – Policy Limit**

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

If Contractor uses contract labor, Contractor shall require its sub-contractor to maintain the above-referenced coverage and furnish copies of certificates of insurance as required.

6. <u>INDEPENDENT CONTRACTOR</u>. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

7. AMENDMENTS. City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Contractor from their respective obligations under this Agreement.

8. ASSIGNMENT. No assignment by a party hereto of any rights under, or interest in, this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. BREACH. Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Agreement, notice must first be given City within six (6) months of the date Contractor alleges the breach occurred. Such notice shall be in accordance with and provide substantially the same information as required for notice of tort claims as specified in Article 1.500 of the City of San Angelo Code of Ordinances.

10. APPLICABLE LAW. This Agreement is subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

11. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

12. VENUE. This Agreement is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Agreement shall be in Tom Green County, Texas.

13. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF SAN ANGELO

____

By: Daniel Valenzuela

ATTEST:

____

Bryan Kendrick, City Clerk

COMPANY.

____

By:

APPROVED AS TO FORM:

____

Theresa James, City Attorney

APPROVED AS TO INSURANCE:

____

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

____

Name and Title

Exhibit A- SCOPE OF WORK

I. Debris Monitoring Services

Contractor shall provide all personnel, training, equipment, and materials necessary to monitor the City's disaster debris removal operations in compliance with applicable federal and state standards, including FEMA and TDEM guidance. Services include, but are not limited to:

1. Debris Monitoring Field Operations
   - Deploy trained monitors to observe and document debris removal operations in the field.
   - Ensure that only eligible debris is collected, properly sorted, and documented.
   - Monitor contractor compliance with project limits, safety standards, and operational protocols.
2. Debris Load Site Monitors
   - Staff Temporary Debris Staging and Reduction Sites (TDSRS) and Final Disposal Sites (FDS).
   - Verify incoming debris loads using an electronic Automated Debris Management System (ADMS).
   - Ensure appropriate segregation of debris types and compliance with environmental regulations.
3. Monitor Training
   - All monitoring staff shall be trained in accordance with applicable policies and procedures, including data collection, safety, eligibility criteria, and use of ADMS.
4. Supervision & Quality Control
   - Assign experienced project managers and QA/QC staff to oversee field teams and documentation practices.
   - Enforce internal controls for data integrity, eligibility compliance, and fraud prevention.
   - Maintain continuous communication with City personnel to address issues in real time.
5. Technology & Reporting
   - Utilize an electronic Automated Debris Management System (ADMS) for all data capture, reporting, and reconciliation.
   - Submit daily progress reports to the City, including operational metrics and GIS-based mapping of debris collected.
6. Coordination & Communication
   - Participate in briefings and coordination meetings with City staff, FEMA, TDEM, and debris contractors.
   - Assist the City in adjusting strategies and operational plans as disaster recovery progresses.

II. Recovery Grant Management Services

Contractor's Recovery Grant Specialists will assist the City with all aspects of FEMA Public Assistance and related recovery grant activities. Services include, but are not limited to:

1. FEMA Public Assistance (PA) Support
   - Submit the Request for Public Assistance (RPA) in FEMA Grants Portal.
   - Assist with damage assessments and creation of Damage Inventories (DIs).
   - Coordinate and support FEMA/TDEM site inspections.

- Formulate and submit eligible projects under Categories A and B, and permanent work categories.
    - Prepare cost estimates and supporting documentation.
    - Upload all eligible costs and documentation in the Grants Portal.
    - Respond to FEMA or TDEM Requests for Information (RFIs) and Determination Memos (DMs).
    - Recommend potential FEMA PA 406 mitigation measures.
    - Prepare and submit Requests for Reimbursement (RFRs) to TDEM.
    - Support the development of Quarterly Progress Reports (QPRs).
    - Assist with project closeout documentation and submission.
2. Additional Grant Support
    - Assist the City with identification and pursuit of other disaster-related grant funding programs, including but not limited to:
        - FEMA Hazard Mitigation Grant Program (HMGP)
        - Community Development Block Grant – Disaster Recovery (CDBG-DR)
3. Flexible Recovery Support
    - Provide any other disaster recovery services the City deems necessary and appropriate under this Agreement, subject to mutual agreement and applicable reimbursement requirements.

Exhibit B- COMPENSATION

The following labor categories and hourly bill rates shall apply for services performed under this Agreement. Rates are fully burdened and include all overhead and profit. The City shall be invoiced monthly based on actual hours worked.

Position	Bill Rate
Project Manager	**$ 75.00**
Operations Manager	**$ 65.00**
Data Manager	**$ 55.00**
Field Supervisor	**$ 55.00**
Field Monitor	**$ 36.25**
Disposal Site Monitor	**$ 36.25**
Data Clerk	**$ 40.00**
Scheduler/Coordinator	**$ 40.00**
Admin	**$ 40.00**
Grant/PA Senior Advisor	**$ 150.00**
Grant Management/PA Specialist II	**$ 125.00**
PA Specialist	**$ 95.00**

Reimbursable Expenses

Contractor may invoice the City for actual travel and operational expenses incurred in direct support of this Agreement, billed at cost with no markup. All reimbursable expenses will be accompanied by itemized receipts.

Exhibit C- Procurement Federal Requirements

The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable.

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The CONTRACTOR agrees to provide the OWNER, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the OWNER and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. TERMINATION RIGHTS (2 CFR 200.326 Appendix II to Part 200 (B))

1) Termination for Cause: OWNER may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the OWNER identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the OWNER as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any breach was previously waive or cured.

2) Termination for Convenience: OWNER may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR will be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of OWNER's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that is has received good, valuable and sufficient consideration from OWNER, the receipt and adequacy of which are hereby acknowledged for OWNER's right to terminate this AGREEMENT for convenience.

3. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR 200.326 Appendix II to Part 200 (C)

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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) 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, or national origin.

(3) | CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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.

(4) | 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.

(5) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

4. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR 200.326 Appendix II to Part 200 (D)) - (Davis-Bacon provisions are not required for FEMA disaster debris monitoring projects.)

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction projects 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 CFT Part 5, “Labor Standards and Provision Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statue, contractors must be required to pay wages to laborers and mechanics at a rate no 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 OWNER will 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 sub contract must be conditioned upon the acceptance of the wage determination. The OWNER 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The OWNER must report all suspected or reported violations to the Federal awarding agency.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

1.*Overtime Requirements* — No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* |n the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3.*Withholding for unpaid wages and liquidated damages*. The City of La Porte shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4.*Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

1.The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

2.Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR 200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37CFR 401.2 (a) and the OWNER wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the OWNER must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR 200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767 lq.) 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).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $150,000.

8. ENERGY EFFICIENCY AND CONSERVATION (2 CFR 200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties': AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. DEBARMENT AND SUSPENSION (2 CFR 300.326 Appendix II to Part 200 (I))

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 exclusion 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.

Pursuant to Federal Rule above, when federal funds are expended by OWNER, the CONTRACTOR certifies that during the term of an award, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

10. BYRD ANTI-LOBBYING AMENDMENT (2CFR 200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the OWNER 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

11. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.326 Appendix II to Part 200 (K) and 2 CFR 200.322)

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of

products containing recovered materials that are EPA-designated items unless the product

cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http:/Awww.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID WITH FEDERAL FUNDS 2 CFR 200.33

When federal funds are expended by OWNER for any contract resulting from this procurement process the CONTRACTOR certifies that it will comply with the record retention requirements detailed in 2 CFR 200.333. The CONTRATOR further certifies that he will retain all records as required by 2 CFR 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports quarterly or annual financial reports, as applicable, and all other pending matters are closed.

13. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered

telecommunications equipment or services.

(d) Reporting requirement.

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

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(e), in all subcontracts and other contractual instruments.

14. DOMESTIC PREFERENCE FOR PROCUREMENTS (2.C.F.R. 200.322)

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

15. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. PROGRAM FRAUD AND FLASE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. 200.321 (b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Shane Kelton, Executive Director of Public Works

Date: 07/10/2025

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Debris collection monitoring contract for debris related to the July 2025 flooding disaster.

Source of Funding:

Solid Waste Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

-

Project/Budget to be amended	Revenue	Expense
Solid Waste Fund Balance		350,000

Additional Comments:

On July 4th, 2025 a disaster declaration was made related to severe storms and flash flooding events that occurred on July 3rd - July 4th, 2025. This amendment seeks to fund the monitoring of collection and remediation of debris related to the disaster. The expenditures will be made from the Solid Waste fund, and will be requested for reimbursement from FEMA/TDEM if the city becomes eligible for aid.