

**ENGINEERING SERVICES AGREEMENT
CORONA STATE AND LOCAL FISCAL RECOVERY FUND
2021 ALLOCATION PROJECT**

**PART I
AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 2022 by and between the CITY OF JOHNSON CITY, ("City"), acting herein by Mayor Rhonda Stell hereunto duly authorized, and S.D. KALLMAN, L.P. ("Firm)", acting herein by Steven D. Kallman, P.E., President.

WITNESSETH THAT:

WHEREAS, the City desires to make improvements to the City's Water Distribution and Wastewater Collection Systems, as outlined on Exhibit A Memorandum attached hereto and incorporated fully herein, under the general direction of the Corona State and Local Fiscal Recovery Fund ("CSLFRF") Program administered by the United States Treasury ("UST"); and

WHEREAS, the City desires to engage the Firm to render certain engineering and surveying services in connection with the CSLFRF Project as contained herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services, attached hereto and incorporated fully herein.

2. Effective Date and Term of Agreement – This Agreement shall take effect and services of the Firm shall commence upon execution of this Contract. In any event, all of the services required and performed hereunder shall be completed in accordance with the Proposed Project Time Schedule outlined in Part V, attached hereto and incorporated fully herein, and no later than 24 months after the City accepts the CSLFRF Allocation under the CSLFRF Program.

3. Local Program Liaison - For purposes of this Agreement, the Chief Administrative Officer, Rick Schroder, or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Treasury Department (UST), Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CSLFRF award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's CSLFRF contract with UST.

5. Retention of Records - The Firm shall retain all required records for ten years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment – The City shall compensate the Firm for its services as described in the Scope of Services. The maximum amount of compensation to be paid hereunder shall not exceed \$81,000 (basic services – 16.5% of estimated construction cost of \$432,000 = \$71,000; special services for surveys – lump sum = \$10,000). Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement attached hereto and incorporated fully herein. Unless otherwise stated or agreed to in writing by the parties, the Firm shall invoice the City at the end of each month for all services performed under the Scope of Services during that month. The portion of the lump sum amount billed for the Firm’s services will be based upon the Firm’s estimate of the proportion of the total services to the lump sum actually completed during the billing period.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City to the extent permitted by law, and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income tax laws.
8. This Agreement shall include the Terms and Conditions contained in Part IV, attached hereto and incorporated fully herein.
9. Additional Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Blanco County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the venue shall be in Blanco County, Texas.
 - e. This Agreement may be amended by mutual agreement of the parties hereto, with City Council approval for the City, and a writing to be attached to and incorporated into this Agreement.
 - f. Any notice required by this Agreement shall be in writing, addressed to the Parties at the addresses provided herein, and shall be deemed given and delivered when deposited in the United States mail, postage prepaid.
 - g. It is understood by the Parties that the Firm is an independent Contractor and not an employee, agent, or office of the City. The City will not provide fringe benefits, including health insurance

benefits, paid vacation, or any other employee benefit, including worker's compensation insurance, for the benefit of the Contractor. The City shall not be responsible for the day-to-day supervision of the Firm, its officers, agents or employees.

10. Extent of Agreement

This Agreement, which includes Exhibit A and Parts I-V, each attached hereto and incorporated fully herein, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: **CITY OF JOHNSON CITY**
303 East Pecan Street
Johnson City, Texas 78636

ATTEST

Mayor Rhonda Stell

Whitney Walston, City Secretary

BY: **FIRM -- S.D. KALLMAN, L.P.**
1106 South Mays St, Suite 101
Round Rock, Texas 78664

Steven D. Kallman, P.E., R.P.L.S.
President, Steven D. Kallman, L.L.C.
General Partner, S.D. Kallman, L.P.

PART II
SCOPE OF SERVICES

CSLFRF 2021 ALLOCATION PROJECT # 167-TX8005 (TX1747)

The Firm shall render the following professional services necessary for the development of the project:

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the CSLFRF project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.

Engineer shall provide this information as soon as possible to the City for action.

3. Provide any necessary Design Surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within sixty (60) days of execution of this Agreement and will provide electronic and hard copies of the report.
6. Furnish the City ten (10) copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by the UST.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Construction Cost for the Project.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Conduct pre-construction conference and prepare copy of report/minutes.
15. Issue Notice to Proceed to construction contractor.
16. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
17. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.

18. Use UST/TDEM-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, payment bond and maintenance bond.
19. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDEM the City for approval prior to execution with the construction contractor.
20. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
21. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
22. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
23. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City , unless State or local law provides otherwise.
24. Prepare Certificate of Construction Completion and obtain Clean Lien Certificate(s) from the Contractor(s). A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
25. Conduct interim/final inspections.
26. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
27. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the City.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to UST and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5).
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDEM, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Treasury Department (UST), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for ten (10) years after the City has made final payment to the contractor and all other pending matters are closed.
11. The Firm will include in all contracts an indemnification clause holding the City harmless from any and all claims, damages, and costs resulting from the work of the contractors and subcontractors.

STANDARD OF PERFORMANCE AND DEFICIENCIES

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

PART III –
CSLFRF 2021 ALLOCATION PROJECT # 167-TX8005 (TX1747)
PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
<u>Basic Services:</u>	
<u>Design Phase:</u>	25%
• Submittal of Preliminary Engineering Report to City.	
• Completion of Plans and Specifications; Submittal to Regulatory Agency(ies)	43%
• Approval of Plans and Specifications by Regulatory Agency(ies)	2%

<u>Construction Phase:</u>	
• Completion of Bid Advertisement and Contract Award.	5%
• Hold Pre-Construction Conference and Issue Notice to Proceed.	5%
• Ongoing Construction Inspections – 50% Complete	5%
• Ongoing Construction Inspections – 100% Complete	5%

<u>Close-Out Phase:</u>	
• Completion of Final Closeout Assessment and Submittal of “As Built” Plans and Completion to City.	5%
• Completion of Final Inspection and Acceptance by the City.	5%

Total Basic Services	100%
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Milestone	% of Contract Fee
<u>Special Services:</u>	
• Completion of Design Surveys – Invoiced Monthly	100%
Total Special Services	100%

PART IV
CSLFRF 2021 ALLOCATION PROJECT # 167-TX8005 (TX1747)
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon the effective date of termination, Contractor shall supply all project materials and resources to the City and upon receipt, City shall submit payment to Contractor for work performed up to and including the effective date.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Services exclude work change orders. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CSLFRF program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit. Each party shall be responsible for its court costs.

5. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of ten (10) years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Public information requests for any report, information, data, etc. prepared or assembled by the Firm under this Contract shall be directed to the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. **Governing Body.** No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CSLFRF award between UST and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. **Other Local Public Officials.** No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CSLFRF award between UST and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. **The Firm and Employees.** The Firm warrants and represents that it has no conflict of interest associated with the CSLFRF award between UST and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CSLFRF award between UST and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

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

ASSURANCES OF COMPLIANCE WITH FEDERAL AND CIVIL RIGHTS REQUIREMENTS
OMB Approved No. 1505-0271

14. Compliance with Applicable Law and Regulations.

- a. Firm agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Firm also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Firm shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- e OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - f Firm Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - g Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii.
 - h New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - i Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - j Generally applicable federal environmental laws and regulations.
15. Civil Rights Provisions: Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- a Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - f Remedial Actions. In the event of Firm's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 - g Hatch Act. Firm agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 - h False Statements. Firm understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative

sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

i Protections for Whistleblowers.

- i. In accordance with 41 U.S.C. § 4712, Firm may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, 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.
- ii. The list of persons and entities referenced in the paragraph above includes the following:
 1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of Firm, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- iii. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Firm should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Firm should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Firm should establish workplace safety policies to decrease accidents caused by distracted drivers.
18. Firm ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
19. Firm acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Firm understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Firm shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure

that LEP persons have meaningful access to its programs, services, and activities. Firm understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Firm's programs, services, and activities.

20. Firm agrees to consider the need for language services for LEP persons when Firm develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
21. Firm acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Firm and Firm's successors, transferees, and assignees for the period in which such assistance is provided.
22. Firm acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Firm and the Firm's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:
23. Subcontractors of Firm: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
24. U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
25. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Firm's program(s) and activity(ies), so long as any portion of the Firm's program(s) or activity(ies) is federally assisted in the manner prescribed above.
26. Firm shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Firm has received no complaints under Title VI.
27. Firm must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Firm and the administrative agency that made the finding. If the Firm settles a case or matter alleging such discrimination, the Firm must provide documentation of the settlement. If Firm has not been the subject of any court or administrative agency finding of discrimination, please so state.
28. If the Firm makes sub-awards to other agencies or other entities, the Firm is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

29. Additional Provisions:

- a. As a condition of receipt of federal financial assistance from the Department of the Treasury, the Firm named below (hereinafter referred to as the "Firm") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the
- b. Firm's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.
- c. The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Firm may request in the future.
- d. Firm understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Firm, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Firm for the period during which it retains ownership or possession of the property.
- e. Firm shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Firm shall comply with information requests, on-site compliance reviews and reporting requirements.

30. Debts Owed the Federal Government:

- a. Any funds paid to Firm (1) in excess of the amount to which Firm is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Firm shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Firm. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Firm knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- c. Disclaimer. The United States expressly disclaims any and all responsibility or liability to Firm or third persons for the actions of Firm or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- d. The acceptance of this award by Firm does not in any way establish an agency relationship between the United States and Firm.

31. Publications. Any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number 167-TX8005 (TX1747) awarded to the City of Johnson City by the U.S. Department of the Treasury."

32. Firm acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Firm and the Firm's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

PART V
CSLFRF 2021 ALLOCATION PROJECT # 167-TX8005 (TX1747)

PROPOSED PROJECT TIME SCHEDULE
ENGINEERING PROFESSIONAL SERVICES

The following tentative timeline has been developed by *S.D. KALLMAN, L.P.* for design, bid preparation, contract award, and construction phases of the Water and Wastewater Systems Projects as outlined in Exhibit A.

TENATIVE PROJECT SCHEDULE

<u>Week of</u>	
02/01/22	Engineer Retained to Design Project
04/01/22	Preliminary Engineering Report Complete and Updated Cost Estimates
05/01/22	Design Surveys Complete
08/01/22	Final Design Submitted to the City for Review
09/01/22	Meet with the City to Discuss Project
09/15/22	Final Design for Improvements Submitted to TCEQ for Review
11/15/22	Plans Approved by TCEQ (Assume 60 Day Review)
11/25/22 & 12/01/22	Public Notice Advertising Bids on CivCast
12/15/22	Bids Received at the City's Office
01/06/23	City Awards Contract
01/16/23	Contractor Returns Contract Documents with Signature, Bonds, and Certificate of Insurance
01/20/23	City Signs Contract Documents; City and Engineer Hold Pre-Construction Conference and Issues Notice to Proceed
02/02/23	Begin Construction
07/02/23	Construction Complete (6 Months)
07/12/23	City and Engineer Prepare Final Punch List
07/30/23	Final Project Acceptance -- Facility in Service

EXHIBIT A
CSLFRF 2021 ALLOCATION PROJECT # 167-TX8005 (TX1747)
PROPOSED PROJECTS

S. D. KALLMAN, L.P.
Engineers and Environmental Consultants

1106 S. Mays, Suite 101
 Round Rock, Texas 78664
 Phone: 512/218-4404
 Fax: 512/218-1668

MEMORANDUM

TO: B.J. Sultemeier, Director of Public Works
 City of Johnson City

FROM: Steven D. Kallman, P.E.

SUBJECT: ESTIMATES OF PROBABLE COST FOR FOUR (4) SELECTED WATER AND WASTEWATER RENOVATION PROJECTS

The following estimates of probable cost include Construction, Surveying and Engineering through the end of Construction Phase. No costs are included for resident Project Inspection or Geotechnical Services (if required). A 10% Construction Contingency is included:

PROJECT I.D.	ESTIMATE OF PROBABLE COST	CUMULATIVE TOTAL COSTS OF PROJECTS
1) 6" wastewater line pipe burst on Gonzales Avenue (approximately 435 L.F.)	\$ 76,700	\$ 76,700
2) 6" wastewater line pipe burst at the Best Western Motel on U.S. Highway 281 (approximately 400 L.F.)	\$ 118,000	\$ 194,700
3) Reroute existing 6" wastewater line from the Dairy Queen to Scofield Drive (approximately 840 L.F.) and replace existing 6" wastewater line crossing U.S. Highway 281 (250 L.F.) See Note 1	\$ 236,000	\$ 430,700
4) 6" wastewater line pipe burst on W. Pecan Drive from Avenue "O" to Avenue "N" (approximately 350 L.F.)	\$ 82,600	\$ 513,300

Notes:

1. This wastewater line realignment Project is dependent on the existing wastewater lines being at adequate depth to allow gravity wastewater flow. Potholing of the existing wastewater line at the Dairy Queen and surveying to determine the elevation of this wastewater line and the existing manhole depth on Scofield Drive is required.
2. Available Grant Funds: \$528,000.

