



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 7

MEETING DATE: **January 3, 2023**

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on a Professional Services Agreement between Grant Development Services, Inc. and the City of Johnson City, Texas for 2023 Texas Department of Transportation (TxDOT) Transportation Alternatives Grant Pre- and Full-Application Services and Construction Administration related to a grant application for bicyclist and pedestrian infrastructure construction. (Staff)

STRATEGIC WORK PLAN:

- | | |
|---|--|
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Goal 5: Improve Fire Safety |
| <input type="checkbox"/> Goal 1: Increase Housing Diversity | <input checked="" type="checkbox"/> Goal 6: Improve Streets |
| <input type="checkbox"/> Goal 2: Expand Quality Lodging | <input type="checkbox"/> Goal 7: Increase Publicity &
Promotion of the Community |
| <input type="checkbox"/> Goal 3: Improve Code Enforcement | <input type="checkbox"/> Goal 8: Increase Economic
Development Activities |
| <input checked="" type="checkbox"/> Goal 4: Improve Streetscaping &
Signage | |

EXECUTIVE SUMMARY:

As discussed at the December 6, 2022 Regular Meeting of the Johnson City City Council, the proposed projects include the construction of pedestrian crosswalks, safety signage, and associated lighting for the following locations:

1. N. Nugent Ave. and E. Ash (High School);
2. US 290 / Main St. from N. Nugent Ave. to the intersection of US 290/281; and
3. US 281 and A. Robinson Rd. (RR 2766).

Construction would include TxDOT standard crosswalks, sidewalk repair, where needed, safety signage, associated lighting, and ADA sidewalk connections between sidewalk sections to fill gaps in the pedestrian system.

Due Dates

The application is divided into two parts: a preliminary application to determine eligibility of the proposed project (due January 27, 2023) and a subsequent complete funding application (due on June 5, 2023).

Grant Objective

For this call, TxDOT desires to see projects that do not require significant engineering, relocation of utilities, or acquisition of property. The goal is to fund projects that can be implemented quickly and without significant engineering expense.

FINANCIAL:

The minimum project request must be at least \$250,000. The City must provide a 20% match.

The City may utilize a consultant to administer the TxDOT funded construction under the LGPPP program. An engineer will be needed to prepare the construction cost estimate for the application (low cost).

The proposed cost for the preliminary application is \$500 in professional fees, plus \$100 hard costs. The proposed cost for the full application is \$2,900 in professional fees, plus \$600 hard costs.

Cancellation of the Grant Contract

If the preliminary application is not accepted by TxDOT, the project will be cancelled and no additional funds are due to GDS, Inc.

ATTACHMENTS: Proposed Professional Services Agreement

SUGGESTED ACTION:

Motion to approve a Professional Services Agreement between Grant Development Services, Inc. and the City of Johnson City, Texas for 2023 Texas Department of Transportation (TxDOT) Transportation Alternatives Grant Pre- and Full-Application Services and Construction Administration related to a grant application for bicyclist and pedestrian infrastructure construction.

PREPARED BY: City Staff

DATE SUBMITTED: 12/30/22

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
GRANT DEVELOPMENT SERVICES, INC AND
THE CITY OF JOHNSON CITY, TEXAS
FOR A 2023 TXDOT TRANSPORTATION ALTERNATIVES GRANT
PRE-APPLICATION AND FULL APPLICATION SERVICES**

STATE OF TEXAS

COUNTY OF BLANCO

This **Professional Services Agreement** (“Agreement”) is entered into this ____ day of January 2023 by and between the **City of Johnson City, Texas**, acting by and through its duly authorized official, Rick Schroder, Chief Administrative Officer, (hereinafter referred to as the “City”) and **Grant Development Services, Inc** (hereinafter referred to as “GDS”), acting by and through its duly authorized official J. Gandolf Burrus, President. The City and GDS are collectively referred to herein as the “Parties”.

RECITALS:

WHEREAS, The Texas Department of Transportation (herein after referred to as “TXDOT”), has issued a 2023 call for applications requesting Transportation Alternatives/ funds (hereinafter referred to as (TXDOT/TA”) under the TxDOT’s Transportation Alternatives Program and

WHEREAS TxDOT will utilize a two-step process for the submission of applications with Step One being a Pre-application and Step Two being a Full application, and

WHEREAS the TXDOT/TA construction projects will construct enhanced pedestrian safety features including crosswalks, signage and lighting elements, and

WHEREAS the City desires to engage GDS to render professional services to prepare and submit both a Step One Pre-application and a Step Two Application for TXDOT/TA funds, and

WHEREAS if the City receives a funding award from TxDOT the City desires to engage GDS to render professional services to administer project implementation.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals, having been found to be true and correct, are incorporated herein by reference.
2. **Time of Performance.** The services to be provided by GDS shall commence upon execution of this Agreement. All services required and rendered under this Agreement shall be completed according to the time frames and deadlines established by funding agencies under the 2023-2024 Call for TXDOT/TA transportation enhancement funds.

City of Johnson City
Letter of Agreement TxDOT/TA Grant Application and Administration

3. Scope of Services

A. Scope of Services: Step One Pre-Application Phase.

1. Meet with City staff to review the TxDOT application requirements.
2. Review eligible activities and location
3. Review all TxDOT grant requirements and commitments with City Staff;
4. Review minimum grant request.
5. Assist City staff in design of the Preapplications for construction, project management and engineering grant funds;
6. Provide final Pre Application to City for review and approval;
7. Assist City in submitting the pre-application to TxDOT for review.

B. TxDOT notification of eligibility or ineligibility to complete and submit a full application for TA grant funding.

1. On or about March 27, 2023, the City will receive a communication from TxDOT notifying the City that it is (1) eligible to develop a complete application for grant funding or (2) not eligible to continue with application development.
2. If the City is denied the opportunity to continue application development, the Phase Two Complete Application Phase will not be activated, and no further fees will be due to GDS.
3. If the City is eligible to continue application development, GDS will move forward with the Step Two Application Phase.

C. Scope of Services: Step Two Complete Application Phase.

1. Meet with engineer selected by City to review proposed construction
2. Schedule in person conference with TxDOT Area Engineer to confirm TxDOT support for the proposed project
3. Secure from Area Engineer a commitment from TxDOT allowing construction within its Right of Way.
4. Secure Area Engineer's approval of all lighting devices to be constructed.
5. Secure Area Engineer's approval of all signage proposed to be installed.
6. Review with Area Engineer the types of TxDOT approved crosswalks under consideration for the project
7. Review all sites for possible crosswalk connection
8. Develop map of proposed locations for pedestrian safety countermeasures
9. Review existing City municipal plans that identify all or part of the proposed activities.
10. Confirm with TXDOT that all proposed construction elements are consistent with TXDOT goals;
11. Assist engineer in preparing backup data (maps, charts, photos) for the applications;
12. Review documentation of traffic counts, crashes, accidents injuries or fatalities in the target area.
13. Determine timetable, budget and city match requirement;
14. Coordinate with TxDOT and Blanco County for support and participation in TXDOT/TA projects;
15. Draft sample letters of support

16. Document public participation activities;
17. Secure Resolution authorizing application submission and committing matching funds
18. Submit the final TXDOT/TA Grant application to TXDOT;

4. **City's Responsibilities.** To facilitate the commitments made by GDS, the City agrees to perform the following

1. The City designates, Rick Schroder, City Chief Administrative Officer, as the City's coordinator with responsibility for all communication with TxDOT, GDS and the selected project engineer;
2. The City will assist GDS in securing from the City all documentation required for the preparation of the Pre-Applications and the Full Applications
3. The City will obtain support letters from elected officials and local businesses, organizations and individuals required for the preparation of the applications;
4. The City will obtain from an engineer or architect the required cost estimates and technical specifications of facilities requested in the grant applications;
5. The City will obtain all necessary illustrations and renderings needed in the grant applications; and
6. The City will publish public notices as required by the funding agencies. GDS shall verify that all such notices meet State or Federal requirements for the grant program.

5. **Compensation.** GDS shall be compensated by the City for professional services rendered under this Agreement per the following schedule.

A. **Phase One Pre-Application Services: Five Hundred Dollars (\$500.00) For Pre-Application.**

Design and submission services provided by GDS as described in Section 3 A. Scope of Services:

Step One Pre-Application Phase payable as follows:

1. Fee at Signing: Two Hundred Fifty Dollars (\$250.00) to be paid upon execution of this Agreement (Pre-Application #1).
2. Fee at submission. Two Hundred Fifty Dollars (\$250.00) each to be paid upon submission of the completed TXDOT/TA Grant Pre-Application to TXDOT.

B. **Hard Cost Recovery: One Hundred Dollars (\$100.00) for Pre-Application.**

In addition to the payment of fees for professional services, the City will reimburse GDS for the hard costs incurred in connection with the preparation of the Pre application. This fee will not exceed \$100.00 without the advance written approval of the City.

C. **Step Two Full Application Phase Services: Two Thousand Five Hundred Dollars (\$2,500.00).**

Design and submission services provided by GDS for Full-Applications as described in Section 3 B.

Scope of Services: Step Two Application Phase payable as follows:

1. One Thousand Dollars (\$1,000.00) to be paid upon City authorization to begin Phase Two application development.
2. One Thousand Five Hundred Dollars (\$500.00) to be paid upon City approval of the project budget.
3. One Thousand Dollars (\$1,000.00) to be paid upon submission of the TXDOT/TA Full-Application to TXDOT.

D. **Hard Cost Recovery: Four Hundred Dollars (\$400.00).** In addition to the payment of fees for professional services, the City will reimburse GDS for the hard costs incurred in connection with the

preparation of the Pre application. This fee will not exceed \$400.00 without the advance written approval of the City.

E. **Commission For Securing Grant Award: Five Percent (5.0%):** If the City receives notification of a grant award from TXDOT, GDS shall be paid a commission equal to five percent (5%) of the total amount of TXDOT funds awarded. The commission shall be considered earned when TXDOT notifies the City that it has been awarded TxDOT TXDOT/TA funds for a submitted Full-Application. This fee shall be paid with local funds.

F. **Administration: Six Percent (6.0%)** The City may engage GDS to provide construction administrative services required to implement the funded TXDOT/TA project.. The fee for administrative services will be six per cent (6.0%) of the total amount of TXDOT/TA funds awarded for EACH TXDOT funded TXDOT/TA project. The Scope of Services for construction administration are attached as Attachment B.

G. **Invoices:** GDS shall periodically invoice the City for the fees due to GDS hereunder as described by this Section 5. City shall pay to GDS all undisputed invoiced amounts within thirty days of receipt and approval of each invoice by the City.

H. This contract does not include any environmental assessment activity that may be required by TxDOT. The TXDOT/TA projects are for light construction and very little environmental clearance will be needed. GDS will propose environmental services if needed for the project

6. **Access to Information.** It is agreed that all materials, data, reports and records, illustrations or maps in the possession of the City that are necessary for the carrying out of work outlined in Section 3, "Scope of Services," shall be readily facilitated and available at no cost to GDS.
8. **GDS Responsibilities.** In addition to the obligations outlined in Sections 2. "Time of Performance" and Section 3. "Scope of Services," GDS agrees to comply with all requirements of any and all applicable laws, rules, and regulations (Federal, State, and Local). GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement. GDS recognizes that the City is employing GDS for its expertise in writing grants, and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that represents itself as having professional grant writing and administration expertise.
9. **Termination of Agreement.**
 - A. The City may terminate this Agreement if, through any cause, the GDS shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate the City's termination rights, City shall give written notice to the GDS of such termination by certified mail, return receipt requested at the mailing address listed below, such notice specifying the effective date thereof, at least fifteen days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the City's notice letter. If the Agreement is terminated for cause by the City, no consideration is due GDS except reimbursement for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.

- B. In the event the agreement is terminated by the City for reasons other than good cause prior to the grant project's completion, GDS shall be entitled to receive just and equitable compensation for any work in progress or completed hereunder. All work in progress or completed work will be billed at an hourly rate of Ninety-five dollars (\$95.00) per hour with a direct reimbursement for overhead expenditures.
- C. Upon termination of this Agreement, GDS and the City shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, that fully protects the rights of the parties, as well as all third-parties affected by this Agreement.

10. **Additional Terms and Conditions:** The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as "Attachment A" and which are incorporated herein by reference.

CITY OF JOHNSON CITY, TEXAS:

GRANT DEVELOPMENT SERVICES:

By: _____
Rick Schroder, Chief Administrative Officer

By: _____
J. Gandolf Burrus, President

Date: _____

Date: _____

Attest:

Whitney Walston, City Secretary

Additional Terms and Conditions

- 1. Changes to Professional Services.** The City may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the City and GDS, shall be incorporated in written amendments to this Agreement.
- 2. Personnel.**

 - A. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Neither GDS nor such personnel shall be employees of the City. Such personnel shall have no contractual relationship with the City.
 - B. All the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, 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 subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
- 3. Assignability.** GDS 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 GDS 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 by GDS to the City.
- 4. Reports and Information.** GDS, at such times and in such forms as the Funding Agency 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.
- 5. Records and Audits.** GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow the City to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. GDS and the City shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information, to the extent applicable.
- 6. Findings Confidential.** All the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 7. 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 GDS.
- 8. Documents.** The City shall have the right to obtain copies and have access to all final reports, maps, data, or other documents created by GDS on behalf of the City under this Agreement and GDS shall furnish all documents to the City upon request or at time of termination if Agreement is terminated

9. **Compliance with Applicable Laws.** GDS shall comply with all applicable laws; ordinances and codes of the Federal, State and local governments, and GDS shall save and hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement. GDS shall comply with all state conflicts reporting statutes and all other state contracting laws including Chapter 176 of the Local Government Code and Form 1295 from the Texas Ethics Commission.

10. **Equal Employment Opportunity.** During the performance of this Agreement, GDS agrees as follows:

- A. GDS will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. GDS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap 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. GDS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. GDS will, in all solicitation or advertisements for employees placed by or on behalf of GDS, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap, national original, political or religious opinions or affiliations, or sexual orientation.
- C. GDS will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. GDS will include the provisions A. through C. in every subcontract or purchase order unless exempted.

11. **No Discrimination.** GDS and the City agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

12. Address of Parties for Notices:

To City:
City of Johnson City, Texas
Attn: Rick Schroder
Chief Administrative Officer
303 East pecan Drive
Johnson City, Texas 78636

To GDS:
Grant Development Services
Attn: JGandolf Burrus, President
Post Office Box 33043
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

13. Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Blanco County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Blanco County, Texas.

14. Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

15. No Other Agreements. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

16. Amendments to Agreement. This Agreement, including the Attachments thereto constitutes a legally binding contract between the City and GDS This Agreement may be amended only in writing and shall require the mutual consent of both parties.

17. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original for all purposes.

18. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

ATTACHMENT B

SCOPE OF SERVICES FOR ADMINISTRATION OF TXDOT/TA GRANT

1. ADMINISTRATION-SET UP

- A. Liaison: Serve as City's liaison to TxDOT to ensure that all activities carried out under the GDS Scope of Services are conducted and reported in a form and manner that satisfies TxDOT requirements.
- B. Assist City in negotiating Local Agreement with TxDOT utilizing Local Government Project Procedures (LGPP).
- C. Assist City in requesting TxDOT approval for Self Administration option
- D. Develop and secure TxDOT approval of administrative set-up procedures including financial management, staff bonding and requests for reimbursement
- E. Set up and schedule monthly TxDOT meetings and conferences for updates
- F. Establish schedule for providing City Council reports
- G. Attend TxDOT meetings at City Hall/ Engineer's office
- H. Assist City in updating DBE Memorandum of Understanding with TxDOT
- I. Provide Resolution for adoption of TxDOT's DBE program
- J. Secure TxDOT final approval of DBE MOU
- K. Secure DBE goal for professional services
- L. Assist City in fulfilling DBE requirements
- M. Approval Letters: Assist City in securing Federal Highway Administration Letter of Authority
- N. Secure TxDOT State Letter of Authority (SOLA), in order to begin procurement activities
- O. Attend Council meeting to provide progress reports at City Hall

2. FINANCIAL MANAGEMENT AND REPORTING

- A. Assist City staff in financial set up and training for TxDOT Projects
- B. Register with TxDOT City bank account for receipt of reimbursement funds
- C. Establish monthly, quarterly and annual reporting systems
- D. Review and coordinate draw requests
- E. Document payments received from TxDOT for payment of Engineer invoices
- F. Prepare and submit monthly, quarterly and all other required reports
- G. Set up and schedule regular meetings for updates

3. ADMINISTRATION-BID DOCUMENT PREPARATION, LETTING & AWARD

- A. Assist City in development of bid letting procedures
- B. Attend design conferences as needed.
- C. Submit bid letting procedures to TxDOT for approval
- D. Ensure required language is included in bid documents for Child Support, Debarment Certification, SBE provisions, Form FHWA 1273, Lobbying certification, Non-collusion statement, Non-segregated facilities
- E. Prepare response to any revisions required by TxDOT on letting procedures

- F. Serve as project Labor Standards Officer
- G. Serve as project Section 504 Compliance Officer for the project
- H. Secure and distribute Davis-Bacon wage rates
- I. Secure information on local registered TDLR inspectors
- J. Assist in selecting TDLR inspector
- K. Assist in registering project with TDLR
- L. Coordinate with engineer to submit plans to TDLR
- M. Respond to any comments by TDLR
- N. Assist in preparation of bid advertisements for TxDOT review
- O. Assist in publishing bid advertisements
- P. Attend /assist engineer in conducting pre-bid meeting at City Hall
- Q. Send pre-bid meeting invitation to DBE/SBE/MBE bidder/vendors
- R. Identify and solicit participation of TxDOT certified DBE/MBE/SBE bidders
- S. Attend / assist in conduct bid opening at City Hall
- T. Ensure TxDOT receipt of bid tabulation and recommendation
- U. Ensure receipt of TxDOT letter of concurrence of low bid received
- V. Secure System for Award Management (SAM) certification for bidders
- W. Assist City in complying with all DBE/EEO regulations
- X. Certify compliance with Buy American requirements
- Y. Confirm DBE status through TxDOT Diversity Management System
- Z. Provide list of TxDOT Pre-certified DBE/MBE/SBE bidders/ vendors to low bidder
- AA. Review executed contract to document inclusion of FHWA form 1273
- BB. Submit executed contract documents to TxDOT

4. ADMINISTRATION-CONSTRUCTION

- A. Attend/ Assist Project Engineer in Pre-Construction Conference at City Hall
- B. Conduct site visits to offices of contractor and all sub-contractors to provide training on forms and submissions required to document EEO compliance
- C. Set up and schedule regular construction progress meetings
- D. Make site visits to confirm non-segregated facilities and interview workers for compliance with Davis-Bacon
- E. Review payrolls to confirm Davis-Bacon wage rate
- F. Ensure submission of certified payrolls
- G. Provide and post notices at work site informing workers of their rights regarding Davis-Bacon wage rates and EEO
- H. Review all subcontract agreements to document inclusion of FHWA form 1273
- I. Attend construction progress meetings
- J. Assist in preparation and submission of Change Orders
- K. Inspect Site Project Bulletin Board, refresh as needed
- L. Secure System for Award Management (SAM) cert for all subcontractors
- M. Conduct additional site visit(s) for EEO and payroll training with any additional sub-contractors as specified above
- N. Assist contractor in complying with all EEO regulations
- O. Conduct site inspections to document covered "personnel actions" RE wages, working conditions, employee benefits (Civil Rights)
- P. Schedule and attend final site inspection(s) by TDLR
- Q. Assess Liquidated Damages if required and document compliance

5. Close-out
 - A. Notify TxDOT that the project is complete and ask for close out
 - B. Schedule and attend final inspection between the City and TxDOT
 - C. Management of TxDOT audits or monitoring visits
 - D. Coordination of securing project documentation from city staff, project engineer and construction contractors as needed by TxDOT staff during audit proceedings.
 - E. Secure TxDOT letter of project complete concurrence
 - F. Conduct Public Hearings as required
 - G. Conduct Close-out procedures including final inspections, punch-list, and notifications to TxDOT