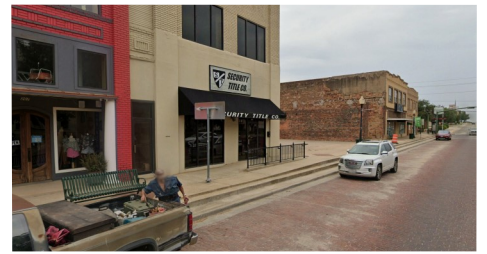




**FREEMAN-MILLICAN, INC.**  
ENGINEERS - ARCHITECTS - PLANNERS

## PROFESSIONAL ENGINEERING SERVICES



**2023 TxCDBG  
STATEMENT OF QUALIFICATIONS  
FOR  
DOWNTOWN REVITALIZATION/MAIN STREET PROJECT  
CITY OF BRECKENRIDGE, STEPHENS COUNTY**

February 2, 2023

Mrs. Cynthia Northrop  
City of Breckenridge  
105 N. Ross Avenue  
Breckenridge, Texas 76424

Re: RFP for Engineering Services – 2023 Community Development Block Grant: Downtown Revitalization/Main Street Program

Mrs. Northrop:

Freeman-Millican, Inc. (FMI) is honored to submit our qualifications to the City of Breckenridge (City) and we are confident that we can provide the highest level of professional engineering service to the City. We are proud of our service record and the quality of work that we have performed for all of our municipal clients. We take pride in the fact that the majority of our work is through return clients and the remainder of our work is through referrals by existing clients or government agencies which speaks to the high quality of our work product. We work side by side with our clients keeping them informed on the project design and status throughout the process, working toward solutions that meet the project needs. We truly value the relationships that we build with our clients, looking to become part of the community as we assist the city with professional engineering services.

Please keep the following key points in mind as you review our qualifications:

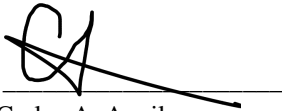
- ◆ **Municipal Experience** – FMI has performed services for many municipal clients and our key personnel have extensive experience in municipal engineering and architectural projects. We offer design services including project plans and specifications, bid package preparation, bidding, contract services and inspection services. Successful completion of the TxCDBG Implementation Training gives us in-depth knowledge of the grant administration process allowing the project to run smoothly and without delay. In addition to attending TxCDBG Implementation Training, FMI personnel attended the HUD Environmental Assessment Training to enable us to prepare the environmental assessments that are required with any grant and/or loan program. **Freeman-Millican, Inc. is also short listed on the North Texas Municipal Water District preferred engineering firms for water and sewer projects.**
- ◆ **FMI Work Performance** – FMI staff has previously designed municipal civil engineering projects in the area of paving and drainage, water main rehabilitation and replacement, water pumping station and treatment facilities, sanitary sewer system rehabilitation and replacement of mains and manholes, waste water treatment plant design and expansions, as well as sanitary sewer lift station design and rehabilitation. FMI also has provided structural, electrical and mechanical design for many municipalities throughout North Texas. FMI staff has completed over 220 federally funded projects throughout the life of the company, and continues to pursue federal dollars for our current and prospective clients to address public infrastructure needs. Currently, FMI is working in multiple cities within similar to Breckenridge and being located in Dallas, we are always very accessible to our clients. FMI staff has over 35 years of construction management experience with projects ranging from 2 lane residential paving to 5 MGD Waste Water Treatment Facilities. Our staff works closely with contractors and city staff to keep projects running smoothly and the council fully informed every step of the way. Carlos Aguilar has taken the TxCDBG Project Implementation Training and his certification certificate is included in this packet.
- ◆ **Personal Service** – FMI is a small firm which we feel gives us a service advantage over our competitors. We can respond quickly, efficiently and personally to any engineering or architectural challenge that the City encounters. Highly qualified, key personnel are involved in every aspect of the project no matter how big or small the task. We **listen** to our clients and develop solutions that are timely and most importantly **cost-effective**. We understand that municipal engineering means developing custom solutions that meet the needs of an **entire community**. We have developed strong working relationships with our existing clients by providing this exceptionally responsive service. This has also resulted in 100% of our federally funded project being completed on time and within the budget. Because we work with communities of all sizes, we feel like we have a very strong understanding of the budgetary constraints of each size of

municipalities. FMI works closely with our existing and prospective clients to develop projects which fit within the city's budgetary constraints. We manage all projects ensuring that every necessary measure is taken to keep the project from being exposed to changes which cause the city to go outside of the construction budget. Our approach is to create a bidding package, on the city's behalf, which gives the city the greatest level of control over the award and construction contract amount.

- ◆ **Extensive Project Experience** – FMI has over 35 years in the municipal engineering industry. 85% of our professional staff has been with FMI for over 27 years and our firm has a combined 259 years of experience. Whether it is planning for future capital improvements or preparing water, wastewater, paving or drainage plans and specifications, the depth and breadth of our previous project experience will benefit the City of Breckenridge. FMI's due diligence throughout the design phase of projects have resulted in **awarded bid amounts, on recent TxCDBG projects, coming in within 1% of the construction estimates provided by FMI.**

We look forward to working with the City on many future endeavors. We are available at your convenience to discuss our professional engineering qualifications. If you have any questions, please contact me at 214-952-0234.

Sincerely,



Carlos A. Aguilar  
Director of Business Development  
Freeman-Millican, Inc.

**Table of Contents**

PART I – PROPOSED CONTRACT ..... 4

PART II – PROPOSED SCOPE OF SERVICES ..... 6

PART III -- PAYMENT SCHEDULE..... 10

PART IV - TERMS AND CONDITIONS..... 11

PART V - PROJECT TIME SCHEDULE..... 16

PART VI - MONTHLY STATUS REPORT..... 17

PART VII – EXPERIENCE ..... 18

PART VIII – REFERENCES ..... 22

PART IX – EMPLOYEE RESUMES ..... 23

PART X – CERTIFICATE OF INSURANCE FOR PROFESSIONAL LIABILITY ..... 34

**PART I – PROPOSED CONTRACT  
ENGINEERING / ARCHITECTURAL / SURVEYOR SERVICES**

***AGREEMENT***

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF BRECKENRIDGE, hereinafter called the "City", acting herein by \_\_\_\_\_ hereunto duly authorized, and FREEMAN-MILLICAN, INC. hereinafter called "Firm", acting herein by \_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the City of Breckenridge desires to implement the following: Downtown Revitalization / Main Street Program under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage \_\_\_\_\_ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. Time of Performance - The services of the Firm shall commence on \_\_\_\_\_. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_.
3. Local Program Liaison - For purposes of this Agreement, the City Administrator 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. Department of Housing and Urban Development (HUD), Inspector General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), 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 TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$\_\_\_\_\_. Payment to Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
7. Indemnification – Engineer shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, 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. Miscellaneous 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 Stephens County, Texas.
  - b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and 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 not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

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- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Conditions - This Agreement which includes Part I-V, 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 HEREOF, the parties have hereunto set their hands and seals.

**CITY OF BRECKENRIDGE**

**FIRM: FREEMAN-MILLICAN, INC.**

BY: \_\_\_\_\_  
(Mayor) – Or Approved Signature

BY: \_\_\_\_\_  
/Richard Dormier, P.E.  
Vice President

## PART II – PROPOSED SCOPE OF SERVICES

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

### SCOPE OF SERVICES:

#### PHASE ONE:

1. Attend project planning meetings with City Staff to begin application preparation assistance
2. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 days of contract execution.
3. Provide the City with **alternative options of design and construction** that will benefit the City, its staff, and it's citizens.
4. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
  - Name and address of property owners;
  - Legal description of parcels to be acquired;
  - Map showing entire tract with designation of part to be acquired.
5. Provide an Estimate of Probable Construction Cost for all construction options presented to the City.
6. Should the project selected be a water improvements project, Freeman-Millican, Inc. will develop or add to an existing water system model for the City as a part of Phase One.

#### PHASE TWO:

1. Attend conferences with the Grant Recipient regarding the selected design of the project.
2. Make any necessary 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 Grant Recipient 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 Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
3. Prepare railroad/highway permits, if applicable.
4. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction);
5. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Rural Affairs (TDA). The format for this report is attached to this Agreement as Part IV.
6. Perform topographical design surveying to include all existing utilities and located franchise utilities within the project area.
7. Prepare Preliminary and Final Design plans and specification
8. Provide revised estimates of probable construction cost at **30%, 60%, and 90%** of the Design.
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 Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision issued by TxCDBG.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish Construction Contractor eligibility verification.
16. Conduct pre-construction conference and prepare copy of report/minutes.

17. Require construction contractor to perform all required testing and inspection during construction.
18. Issue Start of Construction Notice to TxCDBG and Notice to Proceed to construction contractor.
19. 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.
20. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
21. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
22. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
23. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.
24. 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).
25. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
26. Based on the Engineer'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 Grant Recipient, 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.
27. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
28. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
29. Conduct interim/final inspections (**with resident inspection to be at City's option**).
30. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans. **Engineer will also provide mapping shape files of engineering design to City to utilize with mapping software.**
31. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These files shall be provided in digital format containing the source file data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD) or flash drive, 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 engineer shall include a signed statement of when the map was authorized, that the digital file is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. 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 files shall be provided to the owner in written form.

#### SUBCONTRACTS

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 more than \$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 TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts more than \$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 more than \$10,000 provisions addressing termination for cause and for convenience by the City including how it will be affected 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 more than \$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 more than \$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); and
  - g. For procurement of recovered materials 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, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
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, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), 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 three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

#### 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 those 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. The Firm agrees to and shall hold harmless 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 -- PAYMENT SCHEDULE**  
**PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

*(Texas Government Code 2254 prohibits professional engineers from providing fees prior to being selected to perform work)*

Grant Recipient shall reimburse (Freeman-Millican, Inc.) for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by Grant Recipient.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	5%
• Completion of construction staking	15%
• Completion of Final Closeout Assessment and submittal of "As Builts" to Grant Recipient.	20%
• Completion of final inspection and acceptance by the Grant Recipient.	10%
<b>Total</b>	<b>100%</b>

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge)

Registered Surveyor	<u>\$ To be listed upon award</u>
Survey Crew (3 members)	<u>\$ To be listed upon award</u>
Project Engineer	<u>\$ To be listed upon award</u>
Engineering Technician	<u>\$ To be listed upon award</u>
Project Representative	<u>\$ To be listed upon award</u>
Draftsman	<u>\$ To be listed upon award</u>

The fee for all other Special Services shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
2. The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a \_\_\_\_\_ percent (\_\_\_\_\_% ) overhead charge. All fees for testing shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

**PART IV - TERMS AND CONDITIONS**  
***PROFESSIONAL ENGINEERING SERVICES***

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 / County and become the property of the City / County. 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 because 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 such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. 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 because of non-compliance with federal, state or TxCDBG 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 by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.*] 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.

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 three 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.
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 TxCDBG award between TDA and the City / County, 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 TxCDBG award between TDA 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 TxCDBG award between TDA 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 TxCDBG award between TDA 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 ([Text deleted]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.”

**Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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. The Firm 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.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "**Equal Employment Opportunity**," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm 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.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm 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.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Firm certifies 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 this contract.

The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



**PART V - PROJECT TIME SCHEDULE**



**PART VI - MONTHLY STATUS REPORT**

Grant Recipient: City of Breckenridge Date Submitted: \_\_\_\_\_

TxCDBG Contract No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status:  
\_\_\_\_\_  
\_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:  
\_\_\_\_\_  
\_\_\_\_\_

Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

*\*This report may be e-mailed or faxed to the Grant Recipient*

## PART VII – EXPERIENCE

Freeman-Millican, Inc. (FMI), is registered to offer and perform engineering services in the State of Texas by the Texas Board of Professional Engineers (Lic. #F-2827). FMI specializes in all phases of Civil Engineering such as:

- TxCDBG Application Preparation
- TxCDBG Funded Water, Sewer, Paving, and Drainage Design Projects
- TxCDBG Comprehensive Planning Projects
- Municipal Building Architectural Design and Management
- Public Architectural Design and Management
- Environmental Assessments for Grant Projects
- TPWL Application Preparation
- TPWL Funded Design Projects
- Wastewater System Design and Analysis (Treatment and Collection)
- Water System Design, Analysis and Modeling (Treatment and Distribution)
- Lift Station and Force Main Design
- Municipal Mapping (Census, CCN, Utility, Land Use, Boundary and Zoning)
- GIS Services and Data Gathering and Creation for City / County Mapping Software
- Infrastructure Feasibility Studies
- Roadway Design, Rehabilitation and Expansion
- Drainage System Design and Analysis
- Park Planning, Design, and Construction
- Planning and Zoning Services
- Hydraulic & Hydrologic Studies
- TXDOT Plans
- Infrastructure Design including Grading, & Erosion Control
- Coordination with regulatory agencies to obtain necessary permits and plan approvals

FMI Consulting has internal surveying crews which enables us to meet project deadlines in a timely manner. The surveying services include, but are not limited to:

- Topographic Survey
- Boundary & American Land Title Association Certified Surveys
- Construction Staking
- Texas State Plane Coordinate Surveys
- Property Deed Research
- Preparation of Easement Documents

FMI provides construction management services including but not limited to:

- Inspection Services
- Project Management
- Technical Specification Review and Approvals
- Construction installation Inspections
- Coordination of Contracts, Contractors, & Franchise Utility Installation.

All of our projects are supervised by Professional Engineers that are individually licensed by the Texas Board of Professional Engineers. If we are fortunate enough to do work with the City of Breckenridge, it will be performed and supervised by Larry J. Freeman, P.E., Victor Acuy, P.E., Richard A. Dormier, P.E., Michael K. Stacey, P.E., Damir Lulo, P.E., John D. Gattis, AIA, Carlos Aguilar, Mark Hill, P.E. and David Gattis, P.E.

**FREEMAN-MILLICAN STAFF EXPERIENCE – TxCDBG FUNDED PROJECTS:**

- **City of Alvord**  
Project consisted of 6” water improvements in a residential portion of the city through the 2021/2022 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration
- **City of Sadler**  
Project consisted of 3” HMAC paving improvements from W. Pecan St. to Main St. along Ram Road through the 2020/2021 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Palmer**  
Project consisted of 8” water line improvements along FM 878 & FM 813 through the 2019/2020 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Alvord**  
Project consisted of 6” water improvements in a residential portion of the city through the 2017/2018 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Frost**  
Project consisted of wastewater treatment facility improvements through the 2017/2018 TxCDBG Program. Improvements included an automatic bar screen, emergency generator, and yard piping. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TCEQ, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Milford**  
Project consisted of wastewater treatment facility improvements through the 2017/2018 TxCDBG Program. Improvements included an automatic bar screen, sludge dewatering box and polymer system, and storm water recirculation junction box. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TCEQ, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Grandview**  
Project consisted of 1,633 l.f. of paving and drainage improvements within a residential portion of the city and school zone through the 2017/2018 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Alvord**  
Project consisted of 1,800 l.f. 6” water improvements in a residential portion of the city through the 2017/2018 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Celeste**  
Project consisted of water improvements in a residential portion of the city through the 2013/2014 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Palmer**  
Project consisted of water improvements (5,500 L.F.) in a residential portion of the city through the 2015/2016 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.

- **City of Sadler**  
Project consisted of waste water treatment plant improvements through the 2015/2016 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with GTUA, TWDB, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Celeste**  
Project consisted of asphalt paving improvements in a residential portion of the city through the 2015/2016 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Rio Vista**  
Project consisted of asphalt paving improvements in a residential portion of the city through the 2013/2014 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Pottsboro**  
Project consisted of asphalt paving repair in a residential portion of the city through the 2011/2012 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Savoy**  
Project consisted of asphalt paving repair in a residential portion of the city through the 2011/2012 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **Town of Oak Ridge**  
Project consisted of asphalt paving repair & waterline replacement in a residential portion of the city through the 2009/2010 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Southmayd**  
Project consisted of asphalt paving repair & drainage project in a residential portion of the city through the 2007/2008 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Pottsboro**  
Project consisted of asphalt paving repair & drainage project in a residential portion of the city through the 2006/2007 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Leonard**  
Project consisted of asphalt paving repair & drainage / sidewalk replacement project in a residential portion of the city through the 2006/2007 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, bidding and construction administration.
- **City of Valley View**  
Project consisted of 6" water main improvements in a residential portion of the city through the 2011/2012 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Caddo Mills**  
Project consisted of water system improvements funded through the 2011/2012 TxCDBG Program. Including the design of a new 130,000 gallon ground storage tank and high service pump station. Responsibilities include coordination with client, preparation of construction plans, details and specifications, bidding and construction administration.

- **City of Rio Vista**  
Project consisted of Waste Water Treatment Facilities improvements funded through the 2011/2012 TxCDBG Program. Including the design of a new 30,000 gallon digester, one bar screen and headworks, one bubble aeration system, wiring, miscellaneous piping, valves, and controls. Responsibilities include coordination with client, preparation of construction plans, details and specifications, bidding and construction administration.
- **City of Palmer**  
Project consisted of 6", 8" and 12" water main improvements and relocations in a residential portion of the city through the 2009/2010 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Sadler**  
Project consisted of design of bar rack screens, (2) ditch aerators (horizontal brush rotors), electrical upgrades and the all-weather access road for the City of Sadler's existing Wastewater Treatment Plant. The purpose of the project, funded through the 2009/2010 TxCDBG Program, was to address compliancy issues with the Texas Commission on Environmental Quality. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TCEQ, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Callisburg, Knollwood and Windom TxCDBG Planning and Capacity Building**  
Project consisted of the preparation of a 20 year Community Development Plan. Responsibilities include client contact, socioeconomic research, infrastructure mapping, housing, land use and zoning map preparation, analysis of existing infrastructure, recommendations for infrastructure improvements, preparation of report documenting findings and recommendations, and coordination with TDA & TxCDBG program staff.

RECENT CITY SIDEWALK PROJECTS:

- **City of Palmer**  
FM 813 Sidewalk Improvements – PH-I  
Project consisted of survey, design, TxDOT permitting, and construction administration for the Phase I portion of the 2020 Sidewalk Improvements Project. The purpose of the sidewalk project was to create a safe walkway for pedestrians from the school properties into the neighborhoods.
- **City of Palmer**  
FM 813 Sidewalk Improvements – PH-II  
Project consisted of survey, design, TxDOT permitting, and construction administration for the Phase I portion of the 2021 Sidewalk Improvements Project. The purpose of the sidewalk project was to create a safe walkway for pedestrians from the school properties into the neighborhoods
- **City of Glen Rose – TxDOT Safe Routes Sidewalks**  
FMI was awarded the survey, design, and construction administration for the TxDOT Safe Routes project. The purpose of the project was to design and construct new 5' ADA compliant sidewalks throughout the city to connect each school site to the neighboring homes and to the downtown area. Design and construction will begin in mid-year 2022.

**PART VIII – REFERENCES**

\*City of Ector  
Mrs. Nelba Baker, City Secretary  
PO Box 188  
Ector, Texas 75439  
(903) 961-2495

City of Heath  
Mrs. Aretha Adams, City Manager  
200 Laurence Drive  
Heath, Texas 75032  
(972) 961-4884

\*City of Palmer  
Mrs. Alicia Baran, City Administrator  
113 W. Jefferson  
Palmer, TX 75152  
(972) 845-3288

\*City of Grandview  
Mr. David Henley, City Manager  
304 E. Criner  
Grandview, TX 76050  
(817) 866-2699

City of Sherman  
Mr. Mark Gibson, P.E., Director of Utilities  
P.O. Box 1106  
Sherman, Texas 75091  
(903) 892-7210

City of Bedford  
Mrs. Cheryl Taylor, P.E., City Engineer  
2000 Forest Ridge, Bldg. A  
Bedford, TX 76021  
(817) 952-2101

\*City of Celeste  
Mrs. Shaunna Holt, Mayor  
N. 201 US-69  
Celeste, Tx 75423  
(903) 568-4512

\*City of Milford  
Mrs. Kim Serta, City Secretary  
107 S. Main Street  
Milford, Texas 76670  
(972) 493-3161

\*City of Garrett  
Mr. Matt Newsom, Mayor  
208 N. Ferris Street  
Ennis, TX 75119  
(972) 875-5893

City of Weston  
Mr. Jim Marischen, Mayor  
301 Main Street  
Weston, Texas 75097  
(972) 382-1001

\*Public Management, Inc..  
Mr. Jake McAdams/Patrick Wiltshire  
P.O. Box 672  
Granbury, Texas 76048  
(972) 741-4700

Greater Texoma Utility Authority  
Mr. Drew Satterwhite, P.E., General Manager  
5100 Airport Drive  
Denison, Texas 75020  
(903) 786-4433

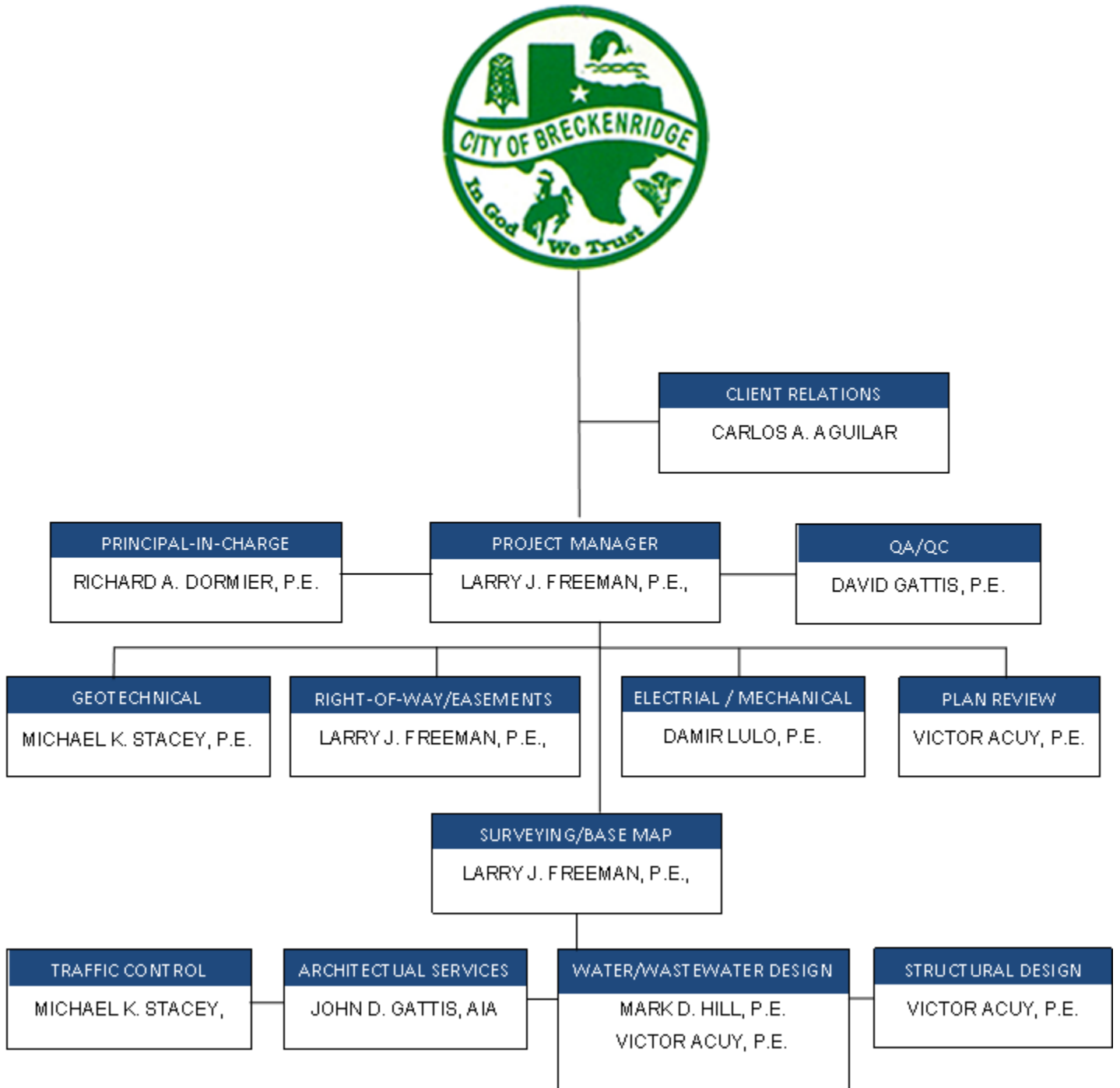
North Texas Municipal Water District  
Mr. David Clisch, P.E.  
Mr. Jeff Ray P.E.  
505 E. Brown Street  
Wylie, Texas 75098  
(972) 4425405

\*City of Sadler  
Ms. Jaimie Vannoy, City Secretary  
P.O. Box 543  
Sadler, Tx 76264  
(903)-271-7272

**\* Performed TxCDBG Grant Project  
Engineering for clients**



**PART IX – EMPLOYEE RESUMES**



## Larry J. Freeman, P.E., R.P.L.S

*Chairman of the Board / Senior Project Manager - Water and Wastewater Projects*

Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555  
E-mail: [larry@fmi-dallas.com](mailto:larry@fmi-dallas.com)

### **Areas of Expertise**

Design and construction of:

- Water and wastewater treatment systems
- Water distribution and wastewater collection systems
- Water pump stations and wastewater lift stations
- Water distribution system design and analysis
- Paving and Drainage Design

### **Experience**

Mr. Freeman has many years of successful experience in municipal engineering. He has served as City Engineer for the cities of Forney, Heath, and Bridgeport, and he has completed projects for several other cities in the North Texas area, including Plano, Wylie, Terrell, Irving, and Richardson. Mr. Freeman has also worked on several projects with North Texas Municipal Water District over the past 36 years.

### **Years of Experience**

Professional: 47

### **Education**

M.S., Environmental Health Engineering, University of Texas, 1965  
B.S., Civil Engineering, Arlington State College, 1964

### **Professional Registration**

Professional Engineer, Texas No. 29907  
Registered Public Land Surveyor, Texas No. 3239

### **Certifications/Training & Membership in Professional Organizations**

American Consulting Engineers  
Texas Council of Engineering Companies

### **Professional History**

Senior Project Manager, Freeman-Millican, Inc. – 1987 to Present  
Principal Project Manager, Shimek, Jacobs and Finklea – 1978 to 1987  
Director of Environmental Health, City of Dallas – 1974 to 1978  
Design Engineer, Shirco, Inc. – 1972 to 1974  
Staff Specialist Wastewater Treatment, Forrest and Cotton, Inc. – 1967 to 1972

## Richard A. Dormier, P.E.

*Vice President and Secretary of the Board / Senior Project Manager – Municipal Projects*  
Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555  
Cell: (972) 489-6523  
E-mail: richard@fmi-dallas.com

### **Areas of Expertise**

- Design and construction of water distribution and wastewater collection systems
- Design and permitting of municipal solid waste landfills
- Design and construction of pedestrian walkways and residential pavement and thoroughfare design
- Water distribution system design and analysis
- Geotechnical engineering
- Hydrogeological evaluations

### **Experience**

Mr. Dormier has many years of successful experience in the engineering profession, providing services for clients in both the public and private sectors. Since joining FMI, he has served as City Engineer for the cities of Forney and Heath, concentrating on municipal engineering and planning projects. He continues to serve both Cities in that capacity. He has also provided engineering services for the Cities of Terrell, Bridgeport, Waxahachie, Ennis, and North Texas Municipal Water District.

### **Years of Experience**

36

### **Education**

BSCE, Texas A&M University, College Station, Texas, 1976  
MSCE, Texas A&M University, College Station, Texas 1979

### **Professional Registration**

Texas No. 50570	Arkansas No. 7352
New Mexico No. 9311	Louisiana No. 21822
Oklahoma No. 14261	Florida No. 47275

### **Certifications/Training & Membership in Professional Organizations**

American Society of Civil Engineers  
Texas Society of Professional Engineers  
National Society of Professional Engineers  
City of Cedar Hill, Texas, Planning and Zoning Commission, 1991-1993  
City of Ovilla, Texas, Planning and Zoning Commission, 2001 – 2007  
City of Ovilla, Texas, City Council, 2007 – 2009 and 2010 to present  
Board of Trustees, Johnson and Johnson County Meals-on-Wheels, 2010 to present

### **Professional History**

Senior Project Manager, Freeman-Millican, Inc. – 2000 to Present  
Project Manager and Vice President, SCS Engineers – 1999 to 2000  
Project Engineer, Rust E&I – 1995 to 1999  
Environmental Engineering Manager, Waste Management of Texas and Florida – 1990 to 1995  
Project Engineer, Harding Lawson Associates – 1988 to 1990  
Office Manager and Vice President, GSW & Associates, Big Spring, Texas – 1983 to 1988  
Project Engineer, Rone Engineers – 1983

## Carlos Aguilar

*Project Manager / Client Relations / Director of Business Development*

Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555  
Cell: (214) 952-0234  
E-mail: caguilar@fmi-dallas.com

### **Summary**

- Over 17 years of civil experience including surveying, drafting, design, and project management in public works.
- Extensive experience in projects funded through various grant and loan programs (TxCDBG, TWDB, USDA & TPWL).
- Extensive experience in performing municipal public hearings
- Extensive experience in municipal engineering and construction project management.
- Experienced in the design of wastewater systems including treatment plants, lift stations, force mains and gravity sewer systems.
- Extensive experience in the preparation and submittal of Wastewater Treatment Plant Permit Applications (New Permit Applications, Major Permit Amendments and Renewals).
- Experienced in the design of water systems including treatment plants, water wells, ground storage reservoirs, elevated storage tanks and distribution mains.
- Experienced in the preparation of Municipal Capital Improvement Plans, Impact Fee Studies & Feasibility Studies.
- Experienced in the design of municipal paving and drainage projects (underground and open channel storm water conveyance systems).
- Extensive experience in municipal mapping (CCN, Census, Land Use, Zoning, Water & Sewer Utility, Boundary Agreement, Thoroughfare) utilizing Autodesk Map, TerraIncognita and ArcGIS.
- Experienced in the preparation of Storm Water Pollution Prevention Plans.
- Proficient in the use of the following software packages: Autodesk Civil 3D (2020 - 2022), Autodesk Map (2020 - 2022), Autodesk InRoads (2020 - 2022), ArgGIS, Microsoft Office Suite and Microsoft Project .

### **Education**

Eastfield Community College, Dallas, Texas, 1995-1997

Dallas Baptist University, 1998-2000

Richland Community College, 2000-2002

## Damir Lulo, P.E.

*Project Manager - Water and Wastewater Projects*  
Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555  
E-mail: damir@fmi-dallas.com

### **Areas of Expertise**

Design and construction of:

- Water and wastewater treatment systems
- Water distribution and storage infrastructure
- Wastewater collection systems
- Water pump stations and wastewater lift stations
- Wastewater distribution system design and analysis
- Electrical, control, and SCADA system design in water and wastewater projects

### **Experience**

Mr. Lulo has twenty years of successful experience in municipal engineering. Since he came to the United States from Sarajevo, Bosnia, in 1994, he has served as project engineer and project manager for water and wastewater systems in the cities of Sherman, Forney, Heath, Bridgeport, Terrell, and Mesquite. Mr. Lulo is also involved in the hydraulic modeling of large water systems like the water system for the City of Mesquite as well as the design of SCADA and other control systems.

### **Years of Experience**

Engineering: 28

Professional: 12

### **Education**

B.S., Mechanical Engineering, Sarajevo, Bosnia 1986

### **Professional Registration**

Professional Engineer, Texas No. 90370

### **Professional History**

Project Manager, Freeman-Millican, Inc.

E.I.T., Freeman-Millican, Inc.

Project Manager, International Rescue Committee and Intertect, Sarajevo, Bosnia

Lead Engineer, Energoinvest, Sarajevo, Bosnia

Design Engineer, Energoinvest, Sarajevo, Bosnia

## Michael K. Stacey, PE

*Project Manager*

Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: mstacey@fmi-dallas.com

### **Areas of Expertise**

Design and construction of:

- Water and wastewater lines
- Wastewater lift stations
- Municipal & Private solid waste landfills
- Storm drainage system analysis and design
- Geotechnical and hydrogeological investigation and design
- Municipal paving and thoroughfare design

### **Experience**

Mr. Stacey has completed numerous projects for many cities in the North Texas area. He has over 25 years of experience in civil, geotechnical, environmental and materials engineering. His projects have included water and wastewater lines, streets, storm drainage, municipal solid waste landfills, dams, highways, storage tanks, and residential subdivisions. The wastewater projects include a recently completed force main and gravity sanitary project for NTMWD and City of Forney. This project included approximately 40,000 linear feet of 24-inch PVC pipe.

### **Years of Experience**

Professional: 26

### **Education**

M.E. Civil Engineering, University of Texas at Arlington, 1990

B.S. Civil Engineering, University of Texas at Austin, 1979

### **Professional Registration**

Professional Engineer, Texas No. 65460

### **Professional History**

Project Manager, Freeman-Millican, Inc. – 2000 to Present

HDR Engineering, Inc. – 1991 to 2000

Southwestern Laboratories, Inc. – 1989 to 1991

Trinity Engineering Testing Corp. – 1983 to 1989

U.S. Navy – 1979 to 1983

## John D. Gattis, AIA

*Project Manager – Architectural and Public Works Projects*  
Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555  
E-mail: john@fmi-dallas.com

### **Areas of Expertise**

Design and project management of:

- Institutional, educational, and commercial architecture
- Municipal paving and water distribution projects
- Municipal water storage and distribution projects
- Recreational park projects for Municipalities
- Architectural and site work elements of water pump stations and wastewater treatment plants
- American with Disabilities Act standards for accessible design

### **Experience**

Mr. Gattis has many rewarding years of experience designing architectural and public works facilities. He has worked as a design team member and project manager on schools, governmental buildings, churches, and commercial architectural projects. He has also served as a team member designing civil/site work, architectural and structural components for pump stations, wastewater treatment plants, and water distribution projects.

### **Years of Experience**

Professional: 26

### **Education**

Bachelor of Architecture, Texas Tech University, 1990

### **Professional Registration**

Registered Architect, Texas No. 17587

### **Professional Associations**

American Institute of Architects  
Texas Society of Architects

### **Professional History**

Project Manager, Freeman-Millican, Inc. – 1996 to Present  
Project Manager/Architectural Intern, Hight-Jackson Associates, PA – 1993 to 1996  
Architectural Intern, Tatchio and Associates, Architects – 1990 to 1993



**David E. Gattis, P.E.**

*Project Manager*

Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: david@fmi-dallas.com

**Areas of Expertise**

- Project management of municipal water design and construction projects
- Project management of municipal wastewater design and construction projects
- Project management of residential paving design and construction projects
- Project management of residential drainage
- Project management of municipal solid waste design and construction
- Municipal utility master planning, project budgeting, project scheduling, operation, and maintenance of City and utility district facilities.
- Wastewater distribution evaluation and system design
- Water distribution evaluation and system design

**Experience**

Mr. Gattis has many rewarding years of experience in the development of public works facilities, working as a field engineer, construction engineer, design engineer, and project manager for a major supplier of elevated tanks and other storage reservoirs and serving as the City Engineer and later as the Director of Engineering, Public Works and Water Utilities for the City of Sherman, Texas. While working for the City of Sherman, he was a major team member for the design and development of street and drainage improvements; water transmission lines; relief sewers; pump stations; lift stations; a surface water supply; a four-phase expansion of the wastewater treatment plant; a solid waste transfer station; and a new landfill development.

**Years of Experience**

Professional: 41

**Education**

B.S., Civil Engineering, Texas Tech University, 1963

**Professional Registration**

Professional Engineer, Texas No. 36563

**Professional History**

Project Manager, Freeman-Millican, Inc.

City Engineer, Director of Engineering and Public Works, City of Sherman, Texas

Planning and Design Engineer, Texoma Council of Governments

Field Engineer, Design Engineer, Construction Engineer, Project Manager, and Contracting Engineer, Chicago Bridge and Iron Company

**Victor L. Acuy, P.E.**

*Project Engineer – Water, Wastewater, and Drainage projects*

Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555  
Cell: (972) 400-1908  
E-mail: v.acuy@fmi-dallas.com

**Areas of Expertise**

Design and analysis of:

- structures
- water distribution systems
- storm and sanitary sewer systems
- pedestrian sidewalks & walkways
- residential paving and thoroughfare design
- residential drainage design

**Experience**

Mr. Acuy has contributed in the analysis and design of water distribution, sanitary sewer, and storm sewer systems for the cities of Sherman, Mesquite, Fate, Forney, and the Town of Sunnyvale. Mr. Acuy was particularly involved in the hydraulic modeling of the water distribution system for the cities of Sherman, Mesquite, Sunnyvale, Forney, and the Seis Lagos Utility District and he has also assisted in the design of the Barnes Bridge pump station foundation for the City of Mesquite and is currently supporting in the design of the Post Oak Waste Water Treatment Plant for the City of Sherman

**Years of Experience**

Professional: 4

**Education**

B.S., Civil Engineering, University of Texas at Arlington, 2007

**Professional Registration**

Engineer-In-Training, Texas EIT No. 39691  
Professional Engineer, Texas No. 114152

**Professional History**

Engineer-In-Training, Freeman-Millican, Inc. – 2008 to 2013  
Professional Engineer, Freeman-Millican, Inc. – 2013 to Present

**Mark D. Hill, P.E.**

*Project Engineer – Water, Wastewater, and Development Plans*  
Freeman-Millican, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: mdhill@fmi-dallas.com

**Areas of Expertise**

- Consulting City Engineer providing review of development plans and plats;
- Planning and design of water systems including supply, treatment and distribution;
- Planning and design of wastewater systems including treatment, conveyance and collection

**Experience**

Mr. Hill has provided many years of providing engineering and consulting services to public clients. His services have consisted of providing engineering consulting to municipalities for review of Plats and Engineering Plans for developments. In addition, he has provided planning and design services for water systems, including planning, modeling, groundwater supply, surface water supply, pipelines, pump stations, storage tanks, treatment process, impact fee and CIP studies. Services for wastewater include planning, modeling, treatment process, pipelines, lift stations, impact fee and CIP studies. He has also managed and designed residential streets, thoroughfares and drainage projects. He has performed services for various Municipalities (e.g. Hackberry, Kaufman, Balch Springs, Dallas, Fort Worth, Hot Springs, Alexandria, Palestine), Federal/State (e.g. USACE, Barksdale AFB, TDCJ), Schools (e.g. Texas A&M University, NE Community College, Dallas County Community College), Districts (e.g. UTRWD, NTMWD, DCFWSD, Mustang SUD), and others (e.g. DFW Airport, Dallas Love Field, Canadian National Railroad).

**Years of Experience**

Professional: 30

**Education**

BSCE, Texas A&M University, College Station, Texas, 1985

**Professional Registration**

Texas No. 79446; Oklahoma No. 23364;  
Louisiana No. 36670; and Mississippi No.26686

**Certifications/Training & Membership in Professional Organizations**

Water Environment Federation (WEF)  
American Waterworks Association (AWWA)

**Professional History**

Professional Engineer and Project Manager, Freeman-Millican, Inc. – 2016 to Present  
Project Manager and Senior Engineer, EJES, Inc. – 2011 to 2016  
Senior Project Manager, Jacobs/Carter Burgess – 2004 to 2011  
Senior Vice President, TRC/Hunter Associates Texas, Ltd. – 1986 to 2004

**PART X – CERTIFICATE OF INSURANCE FOR PROFESSIONAL LIABILITY**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Hillary Bryant <b>PHONE (A/C. No. Ext):</b> (214) 323-4602 <b>E-MAIL ADDRESS:</b> RSCcertrequest@risk-strategies.com	<b>FAX (A/C. No.):</b> (214) 503-8899	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Freeman-Millican, Inc. 9330 LBJ Fwy, Suite 1225 Dallas TX 75243	<b>INSURER A:</b> XL Specialty Insurance Company		37885
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 70842435

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	DPR9994310	6/1/2021	6/1/2023	Per Claim/Annual Aggregate \$1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Bryant

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ACORD 25 (2016/03)

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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.

Freeman-Millican, 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.

No Conflict

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?

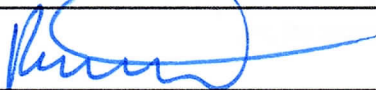
Yes  No

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   
Signature of vendor doing business with the governmental entity

February 1, 2023

Date

## Certification Regarding Lobbying

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Freeman-Millican, 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

Richard A. Dormier, P.E.

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

February 1, 2023

\_\_\_\_\_  
Date

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Expiration Date Ascending ▼

**FREEMAN MILLICAN INC** ● Active Registration



Unique Entity ID:  
**XNLFAHAKMY54**

CAGE/NCAGE:  
**85QH5**

Doing Business As:  
**(blank)**

Physical Address:  
**9330 LYNDON B. JOHNSON FWY STE 1225  
DALLAS, TX 75243-3436 USA**

Purpose of Registration:  
**All Awards**

Expiration Date

**Jan 30, 2024**

