



Prepared by

JOHN D. MERCER

PROFESSIONAL ENGINEER

Lynn Engineering dba John D. Mercer & Associates

Ph: 361.782.7121

Email : john.mercer@lynngroup.com

Prepared for

CITY OF RICHWOOD

ATTN: KIRSTEN GARCIA

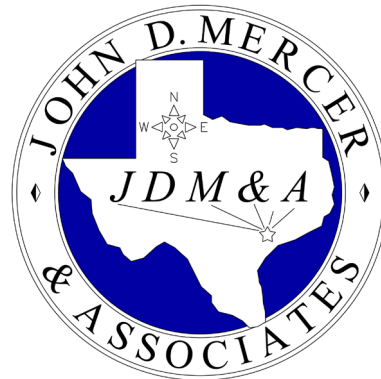
1800 N. Brazosport Blvd.

Richwood, TX 77531

kgarcia@richwoodtx.gov

Statement of Qualifications

WE THINK **BIG**. TO WORK **BIG**. TO GIVE **BIG**.



LYNNENGINEERING

BAY CITY | EDNA | PORT LAVACA | ROCKPORT | CORPUS CHRISTI | GRAPEVINE

Lynn Engineering DBA John D Mercer and Associates: Texas Registered Engineering Firm F-324

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LYNN ENGINEERING

dba John D. Mercer & Associates

John D. Mercer, PE
David W. Sheblak, PE
Brian M. Kramer, PE

August 23, 2022

City of Richwood
Attn: Kirsten Garcia
1800 N. Brazosport Blvd.
Richwood, TX 77531
kgarcia@richwoodtx.gov

RE: STATEMENT OF QUALIFICATIONS
CDBG – MIT Engineering RFQ

Dear Ms. Garcia:

Lynn Engineering, LLC dba John D. Mercer & Associates is pleased with the opportunity to present our qualifications to the City of Richwood as the City Council selects an engineering firm for a potential General Land Office Hurricane Harvey CDBG – MIT Grant funded project.

The City is seeking to contract with an experienced engineering firm, licensed to practice in Texas to perform the following services:

- Pre-Funding Services:
 - Assist with development of grant applications, as necessary
- Post-Funding Services:
 - Initial Engineering and Design Support
 - Engineering and Final Design Support
 - Bid and Award Support
 - Contract Management and Construction Oversight
 - Specialized Services
 - Other special engineering services required to complete project as described.

The tasks to be performed under each of the above categories will be as defined in the attached EXHIBIT A – SCOPE OF WORK except for the following Specialized Services which will be sub-contracted to qualified firms as may be needed.

- Geotechnical Investigations
- Site Specific Testing
- Archeological Studies
- Phase I and II environmental site assessments

State Licensing

The Firm, which is registered with the Texas Board of Professional Engineers and Land Surveyors as Firm F-324, is wholly owned by Stuart Lynn, PE. John D. Mercer, PE, who is licensed as a professional engineer in

the State of Texas (No. 40374), is an authorized representative for the Firm in the Edna Office and will be the Engineer of record on the project.

Standards and Ethics

The Firm does not have a record of substandard work nor has the Firm engaged in any unethical practices within the last five (5) years.

Experience Related to Municipal Utility Systems

John D. Mercer & Associates was founded in 1980 to serve cities and water districts in the Central Gulf Coast area of Texas. Over the past 42 years, the firm has provided services to over 35 city clients and over 20 water district clients. Within the past five (5) years, services have been provided to twenty-five (25) different cities, seventeen (17) water districts and eight (8) counties. With six (6) of these clients, the firm has enjoyed a long-term relationship lasting over 30 years.

In the past five (5) years, the engineers in the Firm have designed in excess of \$30 million of projects for our city and water district clients.

Experience with Federally Funded Projects

The Firm has been retained by eight (8) communities and two (2) counties to assist with Hurricane Harvey Disaster Recovery Projects and by three (3) communities to assist on FEMA funded recovery projects following Hurricane Harvey. The Firm has been retained to design GLO funded mitigation grant projects for two (2) cities and two (2) counties.

The Firm designed forty-nine (49) separate projects having a total construction cost of over \$18 million following Hurricane Ike that were funded through the Texas General Land Office in thirteen (13) separate communities.

The Firm has current HMGP projects in the City of Victoria, City of Palacios, Matagorda County, and Bee County. The Firm has assisted with applications for future HMGP grants for the City of Edna and the City of Yoakum.

The Firm has successfully completed three (3) projects funded by the USDA – Rural Development Program in the past and is currently in the close-out phase of a project consisting of both water and sanitary sewer improvements.

The Firm has an extensive record of performance with Federal and State funded projects. Not only has the Firm been designing projects funded by the Community Development Block Grant Program since the Program's inception, but the Firm also has considerable experience with Disaster Recovery projects funded through the Texas General Land Office. In the past five (5) years, eight (8) CDBG projects have been completed for the Firm's municipal clients. In the past fifteen years, the Firm has completed twenty-seven (27) CDBG funded projects and six (6) Texas Capital Fund projects.

The Firm has also successfully completed projects funded by the U.S. Economic Development Administration (EDA), U.S. Department of Agriculture - Rural Development, and the Texas Water Development Board.

Previous Work Locally or in General Region

Since the beginning of John D. Mercer & Associates, Inc. in 1980, the primary focus of our efforts has been to provide engineering services to communities located in the Central Gulf Coast of Texas that are located within approximately 100 miles of Edna. Within the past few years, the Firm has successfully completed projects in the City of Santa Fe (Galveston County WCID No. 8), City of Goliad, City of Palacios, Aransas County (City of Rockport), the City of Seadrift, the City of Shiner, the City of Columbus and other Central Gulf Coast cities. A more complete list of current municipal and water district clients is given in the attached company brochure. Completed projects have included street reconstruction, drainage improvements, water distribution system expansions, new ground storage tanks, new wells, storage tank rehabilitation, sewage collection line rehabilitation, wastewater treatment plant upgrades, and other miscellaneous projects and consultations.

Project Construction Management Experience

The professional engineers on staff with the Firm have a combined experience of over 72 years. During that time of experience, there have been very few times when projects were not under construction with the contract administration being performed by the engineers of the firm. Within the past five (5) years, there have been times when there were fifteen (15) or more contracts under construction at the same time. With all of these projects, the project inspection and contract management were performed by staff personnel. The Firm has two full time employees who perform project inspections as needed for each current construction project.

Capacity of Firm

The Firm has the staff and experience to provide the scope of services described in the Request for qualifications and to complete the services in a timely manner.

References

Herewith you will find a company brochure that gives a list of current clients and the contact information for several of those clients. Included in the brochure are the resumes of, John D. Mercer, PE, who would be the in charge of any project for the city, David W. Sheblak, PE, and Brian M. Kramer, PE, Project Engineers.

Certificate of Insurance

See attached Certificate.

Conflicts of Interest

There are no known conflicts of interest regarding the providing of the proposed engineering services.

SAM.gov

Attached is a recent copy of a response from SAM.gov in reference to the Firm.

Form CIQ

See attached.

Certification Regarding Lobbying

See attached.

Disclosure of Lobbying Activities

See attached.

Form 1295

To be provided upon award of contract.

Required Contract Provisions

See attached.

I look forward to the City giving a favorable consideration to the qualifications of John D. Mercer & Associates.

Sincerely,



John D. Mercer, PE

JDM/lm

EXHIBIT A

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the implementation of Phase I and Phase II of the project: (Choose appropriate contracted services)

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Prepare H & H Study as outlined in HMGP Contract.
3. Prepare revised BCA.
4. Prepare PRG Analysis.
5. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWs) for the FEMA project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
6. 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 City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
7. Prepare railroad/highway permits.
8. Prepare/acquire USACE permits.
9. 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 City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within ____ days of execution of this Agreement.
10. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
11. Furnish the City 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 TDA. The format for this report is attached to this Agreement as Exhibit I.
12. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
13. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
14. Make 10-day call to confirm prevailing wage decision.
15. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
16. Conduct bid opening and prepare minutes.
17. Tabulate, analyze, and review bids for completeness and accuracy.
18. Accomplish construction contractor's eligibility verification through www.SAM.gov.
19. Conduct pre-construction conference and prepare copy of report/minutes.
20. Issue Notice to Proceed to construction contractor.

21. 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.
22. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
23. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
24. 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 Agreement.
25. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to FEMA for approval prior to execution with the construction contractor.
26. 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).
27. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
28. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
29. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by FEMA, unless State or local law provides otherwise.
30. 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).
31. Conduct interim/final inspections.
32. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
33. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If at any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to FEMA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be 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 in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR pmt 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and Recovered Materials.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDEM, the Texas Comptroller of Public Accounts, the Comptroller General of the United States 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 that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the 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.

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What it looks like

01. **SELECTION OF ENGINEER / STUDY & REPORT**

Following selection of an engineering firm by a client, the project should proceed approximately as follows:

- Client/Firm meeting to define needs and desired results
- Contract negotiation
- Study and report phase
- Client/Engineer review and revision of report

If the work effort is only a Study & Report, completion of the work will be final acceptance of the report by the client.

02. **ENGINEERING THROUGH PROJECT CONSTRUCTION**

If the Study & Report is the initial engineering phase of the work effort, intended to culminate in a project of construction, the following would also be tasked in the engineer's contract:

- Preliminary design phase
- City/Engineer review, revision and approval of preliminary design documents
- Final design phase
- City/Engineer review, revision and approval of final design documents
- Obtain reviewing agency approval
- Bidding phase
- Construction of project
- Project close-out

Project Approach

----- PROPOSED METHODOLOGY

THE FIRM'S GOAL IS TO BE THE CONSULTANT THAT ESTABLISHES LONG-TERM RELATIONSHIPS WITH CLIENTS BY PERFORMING A HIGHLY COMPETENT SERVICE WITH INTEGRITY AND CONCERN FOR THE CLIENT AS WELL AS THE GENERAL PUBLIC. WE PRIDE OURSELVES ON OUR ABILITY TO DESIGN FOR EASE OF OPERATION AND MAINTENANCE AND ALWAYS STRIVE TO KEEP IN MIND THE DESIRES AND CAPABILITIES OF THE CLIENT.



STUDY AND REPORT



PRELIMINARY DESIGN

1. STUDY AND REPORT



- Consult with the client to define its needs, review existing available data, and establish required additional data.
- Provide an analysis or overview of the client's needs.
- Provide general economic analysis of the client's requirements as an allocation for expenditures, comparison of existing cost estimates, and/or a statement of "not-to-exceed" values.
- Prepare a report and/or a design premise containing the engineer's recommendations and opinions.
- Meet with the client to review the established data and to solidify a project description relative to its magnitude, complexity, responsibilities, and tentative schedules.

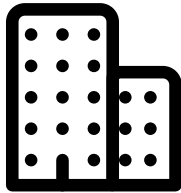
2. PRELIMINARY DESIGN



- Prepare preliminary design documents consisting of, but not limited to, a Design Premise which includes final design criteria, preliminary design drawings, outlines of specifications, and a detailed written description of the project including its goals and projections.
- Advise the client of additional data required, services which need to be accomplished, or final criteria definitions which have to be established.
- Prepare a revised opinion of probable project costs for the client.
- Review all facets of the Preliminary Design with the client and modify the Design Premise for its final form.

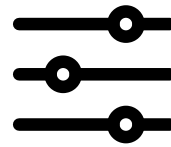
3. FINAL DESIGN >>

- Based on the client's acceptance of the Preliminary Design and the resulting Design Premise or criteria, prepare the Final Design, Plans, and Specifications.
- Submit the Final Design, Plans, and Specifications to the proper reviewing authorities.
- Prepare and review with the client, legal counsel, and other advisors all contract related documents, forms, and conditions.
- Present and review all Designs, Plans, Specifications, and applicable Code Compliance requirements with the client, their advisors, and / or their third-party review representative.



FINAL DESIGN

Here's
how it
works.



BIDDING AND NEGOTIATION

4. BIDDING AND NEGOTIATION >>

- Compile completed and approved construction plans, specifications, and applicable contract documents for distribution to prospective bidders.
- Assist the client, as established in phase one, with the distribution of bid packages and respective advertising for bids.
- Conduct the "Pre-Bid" conference and prepare applicable minutes of the meeting.
- Conduct "Bid Opening" and prepare applicable meeting minutes and bid comparisons.
- Advise the client as to the qualification of the bidders and make recommendations on the award of the contract as well as any pertinent stipulations.
- Assist the client in securing and executing contracts based on the bid award and resulting recommendations.
- Issue respective "Notice to Proceed."

5. FIELD TESTING AND INSPECTIONS



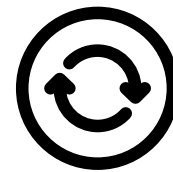
- Conduct pre-construction conferences keeping applicable minutes and provide appropriate direction or guidance.
- Conduct inspection of the construction or project site at appropriate or predetermined intervals (by a professional engineer or qualified staff member) to determine project progress and applicable compliance with intent of design and contract documents.
- Provide sufficient interim inspections by qualified personnel to assure the quality of materials and workmanship.
- Act as the client's representative, per the client's

direction, in all matters pertaining to the contractor and consult with or advise the client in all matters relative to the contract and project matters.

- Review and take appropriate action to contractor's submittals, construction or shop drawings, or requests for payment.
- Conduct required inspections to determine the completion of all work in accordance with the contract and applicable codes.
- Conduct a final inspection and certify completion of all project work and support documentation in accordance with the contract and applicable codes.



FIELD TESTING AND INSPECTIONS



OTHER SPECIAL SERVICES

TWO

NUMBER OF FIRMS

The merging of Lynn Engineering and John D. Mercer & Associates has provided access to additional engineering experience and technical expertise.

6. OTHER SPECIAL SERVICES



- Accomplish and complete site, property, or equipment surveys, if required.
- Provide soil and materials testing. (Through a third-party subcontractor)
- Provide the client with project progress updates at appropriate intervals.
- Work with project administrator as necessary to provide for timely project completion and close-out.
- Prepare a certificate of construction completion and lien certificate.
- Provide "third-party" inspection and/or project management services.

PROJECT APPROACH

The best approach begins with an experienced and proven Engineer-in-Charge who is committed to customer satisfaction by providing responsive and practical project solutions. **The Engineer-in-Charge will be responsible for the overall project administration and management including thorough coordination with the client's key decision-makers to ensure the client's needs are kept at the forefront of the work effort.**

The Project Manager, if different from the Engineer-in-Charge, is responsible for the "in-house" project coordination. This includes communication between the technical engineering experts, the engineers-in-training, and the CADD technicians and also includes assigning project tasks, preparation of monthly status reports, managing the project schedule, controlling project costs, ensuring project documentation is being maintained and being the main client contact for most project issues.

A successful project depends upon the technical abilities, project management skills, and commitment of the project team members. Our philosophy is to commit key team members to an active role in every project from start to finish.

The initial role of the client is to define a problem or problems that need to be solved. A problem may be a lack of information that makes it difficult for the client to make short-term decisions and/or do long-term planning. It may be that there is an obvious problem with the client's infrastructure.

For a municipal entity there is often the need, or a statutory requirement, that a licensed professional engineer be involved in the process to resolve the problem. If such is the case, the municipal entity must follow statutory guidelines in selecting and procuring the services of an engineering firm who will assist the client in defining what the needs are and what the desired results should be.

PROJECTSTAFF



The firm works and performs its duties under the guidance of Mr. Stuart A. Lynn, PE.

Experience: Mr. Lynn has more than twenty (20) years of civil, structural and windstorm engineering experience. He is responsible for approximately fifty (50) employees. His career includes design for private and public residential, commercial, and infrastructure development projects. Mr. Lynn has overseen projects on the Texas Coast from Padre Island to Galveston, TX.

Qualifications: BS Civil Engineering, University of Houston; Professional Engineer in Texas

Stuart A. Lynn, PE

PROFESSIONAL ENGINEER

Mr. Mercer is the founder of John D. Mercer & Associates, and since the Lynn Engineering acquisition, maintains the duties of managing the operations of its Edna office.

Experience: Mr. Mercer has more than forty-two (42) years of civil and environmental engineering experience. He is responsible for approximately eleven (11) employees. His career includes both design and construction of municipal water and wastewater facilities. This combination of experience provides for an approach to design that is not easily found in other consulting or design firms.

Mr. Mercer is Engineer-in-Charge of projects in Galveston, Jamaica Beach, Santa Fe, Richwood, Tiki Island, Freeport and Surfside Beach.

Qualifications: BS Civil Engineering, Lamar University; Professional Engineer in Texas; Registered Professional Land Surveyor in Texas, NACE Coating Inspector Level 1.

Professional Organizations: National Society of Professional Engineers/Texas Society of Professional Engineers; Texas Society of Professional Surveyors; American Water Works Association; Texas Municipal League; American Concrete Institute; American Society of Civil Engineers; NACE International.



John D. Mercer, PE, RPLS

PROFESSIONAL ENGINEER

Experience: Mr. Sheblak has more than thirty-six (36) years of experience in design of municipal improvements and related systems in the Gulf Coast Area of Texas. He serves as principle-in-charge and project engineer for our Edna office by performing civil design, project inspections, project documentation and the supervision of technical personnel. He is a native of Edna, Texas. Mr. Sheblak is Engineer-in-Charge of projects in Columbus, Seadrift, Cuero, Shiner, and Oyster Creek.

Qualifications: BSChE, Texas A&M University; Professional Engineer in Texas; Certified OSSF Site Evaluator;

Professional Organizations: National Society of Professional Engineers/Texas Society of Professional Engineers; Texas Society of Professional Surveyors.



**David W.
Sheblak, PE**

PROFESSIONAL ENGINEER



**Brian M.
Kramer, PE**

PROFESSIONAL ENGINEER

Experience: Mr. Kramer has more than twenty-two (22) years of experience in the design and construction of Municipal, Private and Industrial Projects across southeast Texas. His career includes the design and construction of numerous land development projects, field engineer and project manager for the \$8 Billion Motiva Crude Oil Expansion Project in Port Arthur, Texas and the Construction Manager for a Civil Construction Company. The combination of both design and construction experience gives Mr. Kramer a unique and valuable perception in the design of new projects.

Mr. Kramer is a design engineer on projects in Wallis, Jamaica Beach and Port O'Connor.

Qualifications: BS Civil Engineering, Lamar University; Professional Engineer in Texas.

Professional Organizations: American Society of Civil Engineers (ASCE); National Society of Professional Engineers/Texas Society of Professional Engineers.



N. Mitchell Carrillo, PE

PROFESSIONAL ENGINEER

Mr. Carrillo oversees the operations in the firm's Bay City, Port Lavaca, Rockport, Corpus Christi and Grapevine offices.

Experience: Mr. Carrillo specializes in structural engineering and has experience designing projects that utilize timber, steel, and concrete. Mr. Carrillo also manages the operations of Lynn Engineering's sister company, Lynn Steel Buildings. As a result, Mr. Carrillo has a vast knowledge in the design, detailing and construction of pre-engineered metal buildings. Mr. Carrillo has overseen projects on the Texas Coast from Padre Island to Galveston, TX.

Qualifications: BS Civil Engineering, Lamar University; Professional Engineer in Texas

Professional Organizations: American Society of Civil Engineers (ASCE)

Experience: Mr. Bird is a registered Professional Engineer in Texas with more than fifteen (15) years of structural engineering experience. Sam graduated Cum Laude with a B.S. in Civil Engineering from Florida State University.

He is Lynn Engineering's Structural Operations Manager supporting the firm's structural and windstorm services along the Texas Coast.

Qualifications: BS Civil Engineering, Florida State University (cum laude); Professional Engineer in Texas

Professional Organizations: American Society of Civil Engineers; Tau Beta Pi Engineering Honor Society



Samuel E. Bird, PE

PROFESSIONAL ENGINEER

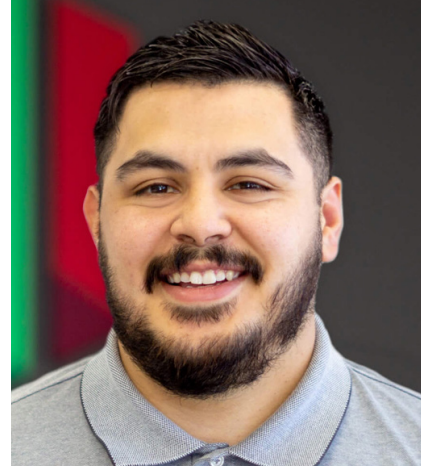
Experience: Mr. Rojas has more than four (4) years of experience in the design and construction of commercial and residential structures in Texas.

Javiel graduated from Texas A&M University–Kingsville with a bachelor's degree in Civil Engineering and minored in Mathematics.

He has direct experience in designing residential projects for coastal construction and TDI windstorm certification. He is extremely personable, and prides himself on client relationships.

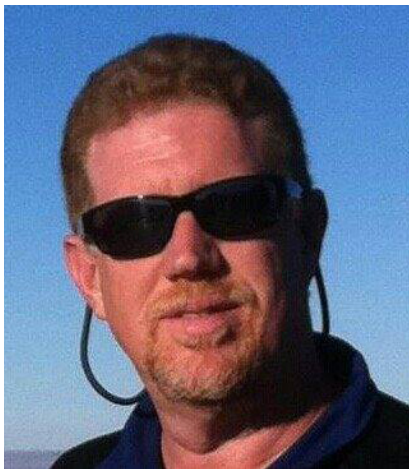
Qualifications: BS Civil Engineering, Texas A&M University–Kingsville; Professional Engineer in Texas.

Professional Organizations: American Society of Civil Engineers (ASCE); Coastal Bend Homebuilders Association



**Javiel L.
Rojas, PE**

PROFESSIONAL ENGINEER



**Mark Hickman,
PE, MBA**

PROFESSIONAL ENGINEER

Experience: Mr. Hickman is an experienced professional with a 35-plus year history of leadership and working in the Civil Engineering industry. He is skilled in AutoCAD, drainage, site development, construction management and Entitlements. Mr. Hickman is a strong business development professional with a Master of Business Administration (M.B.A.) focused in Business Administration and Management from Averett University. For more than twenty-five (25) years he managed his own boutique engineering firm, Hickman Consulting Engineers, in McKinney, TX before joining the LynnGroup in early 2020.

Qualifications: BS Civil and Structural Engineering, Texas A&M University; Master of Business Administration (MBA), Averett University

The registered professional engineers of Lynn Engineering strive to ensure that every client is properly represented at all times by competent, professional personnel.

Our professional engineers have a combined total of more than 150 years of responsible charge experience in design and engineering.



MAJOR **SUBCONSULTANTS**

ELECTRICAL & CONTROLS:

Sherrel A. Mercer, PE

Sherrel A. Mercer, PE, is well known in the central Gulf Coast area of Texas for his expertise in the design and repair of the electrical and controls components found in municipal water and wastewater systems. His experience includes design and construction of control installation and design, construction, and programming of SCADA facilities.

Mr. Mercer, PE, operates S. A. Mercer, PE, Inc. to provide electrical, controls and SCADA design for specific municipal projects. Mr. Mercer has more than forty (40) years of experience associated with construction of municipal utility infrastructure. He has an extremely strong record of performance throughout his career in working with worst-case design constraints, emergency operation of water and wastewater systems, and component longevity requirements. He is also experienced in forensic analysis and lightning mitigation.

Mr. Mercer normally is found in the office of Mercer Controls at 804 Apollo Drive in Edna. The Controls company manufactures and services motor control panels and associated hardware. Mercer Controls began in 1992 as a division of Mercer Construction Company and became a separate corporate entity in 2004. Mr. Mercer serves as its president, where he provides corporate and technical management as well design of motor control panels and SCADA systems. He also continues to serve as Technical Director of Mercer Construction Company, 909 North Colorado in Edna, having previously served as Chairman of the Board (2000-2006), President (1984-2000) and Executive Vice-President (1971-1984).

Mr. Mercer's long experience in design and manufacture of control products leads to designs that are both cost effective and dependable. His insight and experience have resulted in the development of quality standards for design, with attention to component choices, assembly techniques, and functional reliability that insure a high level of customer satisfaction.

SURVEYING:

Ganem & Kelly Surveying, Inc.

Ganem & Kelly Surveying, Inc. was established in 1989 by George A. Ganem, Jr. RPLS and Gary J. Kelly, RPLS and currently has forty-two (42) employees with offices in Point Comfort, Victoria and Edna, Texas. Thier personnel have diverse backgrounds, extensive surveying knowledge and use

innovative equipment and software. They provide boundary surveys, topographic surveys, as-built surveys, route surveys and construction staking for various industrial facilities, pipeline companies, construction companies and engineering companies.

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING, PROJECT MANAGEMENT, AND COMMISSIONING SOLUTIONS:

Sutton Eldridge Engineering, LLC

Sutton Eldridge Engineering, LLC is a Mechanical, Electrical, and Plumbing (MEP) design firm in Plano, Texas dedicated to providing excellence in all aspects of engineering services – delivering projects in an efficient, comprehensive, and economical manner.

Their goal is to form long-term relationships with each client by implementing appropriate design solutions that are responsive to time and budget.

SEE holds Professional Engineering registrations in more than seventeen (17) states and has significant design experience in engineering design, contract administration and commissioning in multiple commercial projects – delivering projects in an efficient, comprehensive, and economical manner.

SEE is capable of providing engineering services utilizing the latest tools including AutoCAD and REVIT.

SEE provides engineering design services of HVAC, Plumbing, Electrical Distribution, Critical Power Systems, Site Lighting, Energy Modeling and MEP Commissioning.

Their staff has the knowledge and experience to assist our clients in the following areas:

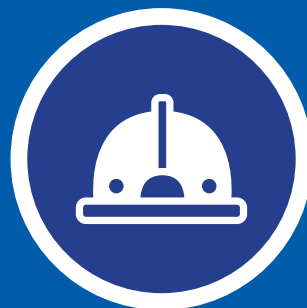
- HVAC Systems
- Energy Systems
- Energy Modeling
- Cost Analysis
- Emergency Power Systems
- Electrical Power Distribution
- Lighting Systems
- Building Automation
- Critical Power Systems
- Master Planning
- LEED Design
- Commissioning
- Facility Assessment
- Contract Administration
- Value Engineering.



**CIVIL
ENGINEERING DESIGN**



**STRUCTURAL
ENGINEERING DESIGN**



**CONSTRUCTION
ADMINISTRATION**



John D. Mercer & Associates has the experience and expertise to provide professional engineering services in most of the disciplines needed by municipalities.

Our expertise extends to the following:

- Water Supply – Wells
- Water Storage – Ground and Elevated Tanks
- Hydro-pneumatic Tanks
- Water Plants – Pumps, Piping, Disinfection, and Controls
- Reverse Osmosis Treatment
- Waste Water Collection Systems – New and Rehabilitations
- Lift Stations – New and Rehabilitations
- Waste Water Treatment Plants – New, Expansions, and Rehabilitations
- Waste Water Treatment Plant Permitting – New, Amendments, and Renewals
- Streets – New and Rehabilitation
- On-Site Sewer Systems – Design and Permitting
- Storm Drainage Pipes, Ditches, and Detention/Retention
- Engineering Studies and Plans
- Utility System Mapping
- Bond Applications and Reports
- On-site Construction Observation

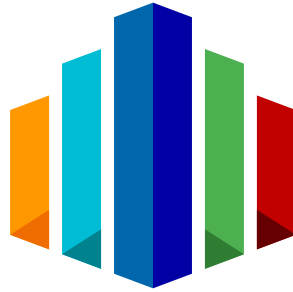


The affiliate offices of Lynn Engineering have expertise in the following areas:

- Concrete and Piling Foundation Design
- Wood, Steel, and Concrete Structural Design
- Pre-Engineered Steel Buildings
- Windstorm Design and Permitting
- Residential Building Planning and Design
- Commercial Building Planning and Design
- Residential and Commercial Subdivision Planning and Design
- RV Camp Sites

Lynn Engineering has become a primary provider in the Central Gulf Coast for windstorm design and permitting. Their reputation for structural design is expanding and their structural design services are being requested more often. Their growth in clientele and reputation testifies to their engineering and technical capability.

About Us



LYNN ENGINEERING

Lynn Engineering is a windstorm, structural and civil engineering firm specializing in private and public residential, commercial and infrastructure development projects on the Texas Gulf Coast.

WHO WE ARE



Formerly known as Lynn & Associates, Lynn Engineering was founded by Stuart A. Lynn, P.E. in 2008. In the early years, Lynn & Associates' primary focus was to assist residential contractors and homeowners throughout Matagorda, Calhoun and Brazoria counties with their Texas Department of Insurance (TDI) windstorm certifications.

In 2011, Lynn & Associates acquired Eichstadt & Associates located in Rockport, Texas. This new office in Rockport effectively doubled our staff and service area.

Two years later, in 2013, Lynn & Associates acquired Sample Engineering of Corpus Christi, Texas. This allowed us to provide windstorm inspections and certifications for the coastal residents and contractors from Brazoria County to Kleberg County.

At the close of 2018, we added John D. Mercer & Associates – a municipal civil engineering firm with more than forty (40) years of experience servicing the municipalities and counties of the

Texas Coastal Bend – to our team. This acquisition allowed our firm to become more dynamic by providing more services to a larger clientele.

On January 1, 2019, Lynn & Associates became Lynn Engineering as the firm adjusted its branding for consistency with its sister companies in LynnGroup.

On January 1, 2020 Lynn Engineering acquired Hickman Consulting Engineers – a professional engineering firm specializing in private land development projects for residential and commercial markets – in McKinney, Texas. HCE has more than thirty (30) years of experience working with the counties and municipalities in the DFW area.

These resources and experience allow Lynn Engineering to quickly and efficiently complete large-scale residential developments in a fraction of the time of our competitors. Our team maintains excellent working relationships with public officials, subconsultants and contractors in the areas we serve.



John D. Mercer & Associates is a municipal civil engineering firm with more than 40 years of experience servicing the municipalities and counties of the Texas Coastal Bend.

The firm was founded in 1980 to provide engineering services to smaller cities and water districts within approximately 125 miles of Edna, Texas. The current list of clients includes more than fifty-five (55) public entities for which work has been performed in the past five (5) years.

In January 2019, the assets of the firm were purchased by Stuart A. Lynn, P.E. and the firm now exists as Lynn Engineering dba John D. Mercer & Associates. Day-to-day management of the engineering performed by the firm remains with John D. Mercer, P.E.

The merging of the two firms has provided access to additional engineering and technical personnel as may be needed to increase productivity on engineering projects.

The firm is licensed as Firm No. 324 to perform engineering in the State of Texas as Lynn Engineering, dba John D. Mercer & Associates.

The professional engineers in the firm take pride in designing projects that are cost effective and maintenance friendly. Their experience is extensive in water supply, storage and distribution, and in wastewater collection, transportation and treatment, and in streets and drainage.

Having specialized in providing engineering services to smaller communities and water districts, the firm employees understand the importance of being responsive to the inquiries and needs of our clients.

Following Hurricane Ike, the firm provided engineering services under a contract with the Texas General Land Office on forty-nine (49) separate construction projects for twelve (12) separate public entities. All of the projects had a maximum professional fee and a maximum construction budget that could not be exceeded and a required schedule for completion. All projects were completed within the required budgets and schedules.

The ability of the firm to efficiently design and manage multiple projects effectively within required budgets and schedules is thereby confirmed.

The responsibility for maintenance of product quality lies with John D. Mercer, P.E., who has more than forty-two (42) years of experience being in responsible charge of engineering projects since the founding of the firm in 1980.

The firm has no history of litigation within the past five (5) years.

Firm Experience

– ROADWAY PROJECT

City of Goliad – Fannin Street Reconstruction Project included repair or reconstruction of 5,200 LF of city street with associated drainage improvements. Total Contract: \$660,000. Project was completed April 2020.

– WATER PROJECTS

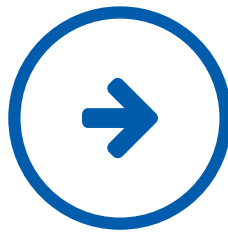
Port O'Connor Improvement District – TWDB Bond Project includes five (5) new wells, a ground storage tank and reverse osmosis treatment form 1,200 gallons per minute of treated water. Construction budget is \$4,556,000. Project is in design with construction completion scheduled for January 2022.

City of Goliad – Ward Street Water Plant Project includes a new 600 gallon per minute well, a 200,000-gallon welded steel ground storage tank, disinfection facilities, booster pumps and an emergency generator. Construction budget is \$950,000. The well is nearing completion and design of the storage tank and booster pump is complete with bidding scheduled for June 2021.

– DRAINAGE PROJECTS

City of Lake Jackson – Willow-Blossom Drainage Improvements Project included increasing the existing capacity of a neighborhood drainage by upsizing box culverts and concrete lining ditches in back yard easements. Construction Budget \$610,000. Completion of Project in May 2020.

City of Lake Jackson – Yaupon Ditch Drainage Improvements Project included concrete lining approximately 1,300 LF of major outfall ditch and upsizing three (3) street crossings with multi-box culverts. Total budget approximately \$1,200,000. Project is under construction, completion to be determined.



– WASTE WATER PROJECTS

City of Palacios - WWTP Mechanical Bar Screen Project included installation of a mechanical bar screen on the gravity flow influent line into the main plant lift station together with installation of variable speed drives on the tri-plex pump lift station. Project cost was \$1,025,000. Construction complete in December 2019.

Jackson County WCID No. 1 – CDBG Sewer Rehabilitation Project was for rehabilitation of approximately 5,000 LF of sewer mains by pipe-bursting and replacement of sewer service lines. Construction cost was \$238,300. Construction completed March 2020.

– SURVEYING PROJECT

Port O'Connor Improvement District – TWDB Bond prepared plats and legal descriptions for lease tracts for two (2) wells, three (3) sanitary control easements around the wells and two (2) utility easements for water line construction. Completed April 2020.

OUR UNIQUE APPROACH

Our approach of designing the project for not only the needs of the client, but also from the perspective of the contractor, allows for transparent bids, less change orders, and shorter construction times.

CONT. EXPERIENCE



EXPERIENCE WITH JURISDICTION AUTHORITIES

The professional engineers in the firm have presented project plans and specifications for review and approval to:

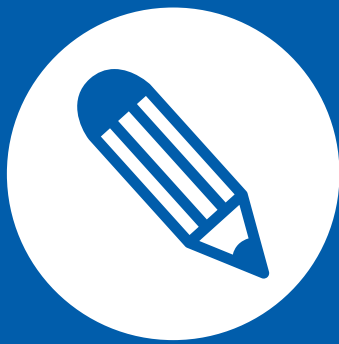
- Local Communities and Utility Districts
- Texas Commission on Environmental Quality
- Texas Water Development Board
- Texas General Land Office
- Texas Department of Agriculture
- US Department of Agriculture, Rural Development

FUNDING FOR PROJECTS THE FIRM HAS DESIGNED HAS BEEN OBTAINED FROM:

- Local Funds/Open Market Bonds
- Texas Water Development Board
- Texas General Land Office
- Texas Department of Agriculture
- US Department of Agriculture, Rural Development
- Texas Department of Emergency Management
- Federal Emergency Management Agency

PERMITS FOR CONSTRUCTION OF PROJECTS HAVE BEEN OBTAINED FROM:

- Texas Department of Transportation
- USA Corp of Engineers
- Railroads



Quality

OF CLIENT SERVICES

THE FIRM IS COMMITTED TO BEING RESPONSIVE TO THE NEEDS OF ALL OUR CLIENTS.

Having limited change orders on a project is generally the direct result of having a thoroughly designed project on which the engineer has made quality of the design product a priority. There are fewer “unforeseen” conditions and less chance of the project needing changes in design when particular attention is placed on the details of the design. When attention is paid to completeness of design, potential bidders see less risk in the cost of construction and the client is given a better and more competitive bid resulting in an overall reduced project cost.

The quality of the service that is provided to our clients is shown by the large number of repeat clients who utilize our services. The firm has been performing engineering services for several clients for over fifteen (15) years. **For example:**

- **The City of Columbus since 1987**
- **The City of Shiner since 1991**
- **The City of Oyster Creek since 1990**
- **The City of Palacios since 2000**
- **The Village of Surfside Beach since 1998**
- **The City of Seadrift since 2004**
- **Wharton County WCID No. 1 since 1994**
- **Jackson County WCID No. 2 since 1986**

QUALITY ASSURANCE PROGRAM

The firm has a current work force capable over a twelve (12) month period of designing projects having a combined \$10 million - \$20 million construction cost. An expansion of the number of employees is always considered on an as needed basis.

All engineering design performed by the firm is subject to the review of other engineers in the firm. Close attention is given to constructibility, cost of maintenance and the specific desires of the project owner. Timelines of completion relative to specific deadlines is given emphasis in work scheduling and utilization of employees.

ADDITIONAL INFORMATION

The firm emphasizes a team approach to accomplish completion of engineering design. The project owner's staff members are essential components of the team as are project stakeholders when appropriate.

From project concept planning through securing funding to completion of design and construction, team members are encouraged to have input to the total project work effort where specific input ability is appropriate and/or needed to facilitate the total project. Beginning with the earliest efforts to define a project, including meetings with the project owners, the public and specific stakeholder groups or other entities, the engineers strive to represent the owner's best interest as project schedules, budgets and financing options are evaluated.

References



City of Columbus

City of Columbus
PO Box 87
Columbus, Texas 78934
Attn: Donald Warschak,
City Manager
Phone: (979) 762-2366
Email:
drw89@columbus-texas.net

City of Palacios

City of Palacios
PO Box 845
Palacios, Texas 77465
Attn: Cynthia Raleigh,
City Manager
Phone: (361) 972-3605
Email:
craleigh@cityofpalacios.org

City of Shiner

City of Shiner
PO Box 308
Shiner, Texas 77984
Attn: Natalie Fric,
City Secretary
Phone: (361) 594-3362
Email:
Natalie.fric@shinertexas.gov

City of Goliad

City of Goliad
PO Box 939 | 152 W. End St.
Goliad, Texas 77963
Attn: Earl Henning
Public Works Director
Phone: (361) 405-9041
Email:
earl.henning@goliadtx.net

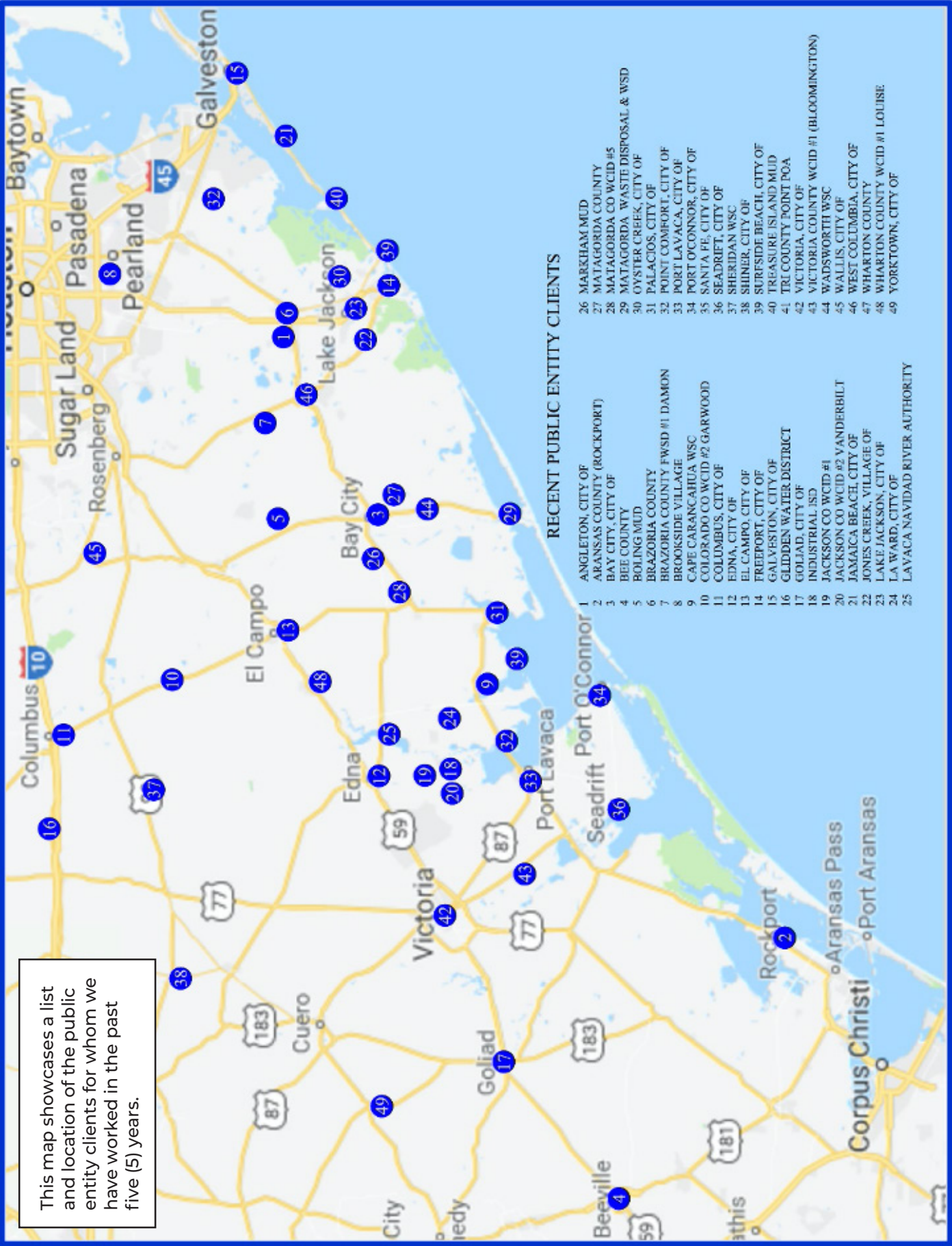
Galveston County WCID No. 8

Galveston County WCID No. 8
PO Box 337
Santa Fe, Texas 77510
Attn: James Newman
Manager
Phone: (409) 925-0941
Email:
wcid8@comcast.net



RECENT CLIENTS

This map showcases a list and location of the public entity clients for whom we have worked in the past five (5) years.



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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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

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

8/23/22

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Certification Regarding Lobbying

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

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

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

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

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

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

The Contractor, John D. Mercer & Assoc., 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

John D. Mercer, PE, Authorized Representative

Printed Name and Title of Contractor's Authorized Official

8/23/22

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <u>b</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: <u>a</u> a. bid/offer/application b. initial award c. post-award	Report Type: <u>a</u> a. initial filing b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): John D. Mercer & Associates 118 E. Main St. Edna, TX 77957
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: John D. Mercer Title: PE, Authorized Representative Telephone No.: 361-782-7121 Date: 8/23/22
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p>	<u>Chapter 176</u> of the Local Government Code

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

	<p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><i>Use the following language for contracts > \$50,000:</i></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, 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 Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days</p>	<p>2 CFR 200 APPENDIX II (A)</p>

	of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
	<p><i>(Italics – Explanatory; not contract language)</i></p> <p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p>	
>\$10,000		<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

	<p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September</p>	
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	<p>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.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise</p>	
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	<p>assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p>	24 CFR §135.38

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

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

	<p>Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

	<p>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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for</p>	
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	<p>purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a</p>	
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	<p>contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
≥\$100,000	<p>(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

	disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
<p>>\$100,000</p> <p>(Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and</p>	<p>24 CFR §135.38</p>

	<p>location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2022

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).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079		CONTACT NAME: Ashley Enrique PHONE (A/C, No, Ext): 817-349-2279 FAX (A/C, No): 817-347-691 E-MAIL ADDRESS: aenrique@higginbotham.com	
INSURED Lynn Engineering, LLC dba Lynn & Associates; John D. Mercer & Associates; Sample Engineering, Inc.; Hickman Consulting Engineers 1221 Avenue F Bay City TX 77414		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd INSURER B: Hartford Accident And Indemnity Company INSURER C: Texas Mutual Insurance Company INSURER D: QBE Insurance Corporation INSURER E: INSURER F:	
License#: 2081754 LYNNCOM-01		NAIC # 11000 22357 22945 39217	

COVERAGES

CERTIFICATE NUMBER: 755888912

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	61SBABH9082	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	61UECDL4269	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61SBABH9082	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0002027876	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Architects & Engineers Professional Liability			ANE61902-01	3/1/2022	3/1/2023	Each Claim \$2,000,000

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


Work Performed for Certificate Holders Usual to The Named Insured's Operations

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Richwood 1800 N. Brazosport Blvd. Richmond TX 77531	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 

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LYNN ENGINEERING, LLC

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

Unique Entity ID FYKGPSWE8MZ4	CAGE / NCAGE 89RQ8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 22, 2023	
Physical Address 118 E Main ST Edna, Texas 77957-2827 United States	Mailing Address 118 E Main ST Edna, Texas 77957-2827 United States	

Business Information

Doing Business as John D. Mercer and Associates	Division Name (blank)	Division Number (blank)
Congressional District Texas 27	State / Country of Incorporation Texas / United States	URL (blank)
MPIN *****e123		

Registration Dates

Activation Date Mar 23, 2022	Submission Date Mar 22, 2022	Initial Registration Date Mar 29, 2019
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Entity Dates

Entity Start Date Jan 1, 2019	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 8KSR6	Legal Business Name LYNN ENGINEERING, LLC
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure

Partnership or Limited Liability Partnership

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

89RQ8

Electronic Funds Transfer

Account Type

Checking

Routing Number

******3065**

Lock Box Number

(blank)

Financial Institution

FIRST STATE BANK

Account Number

******72**

Automated Clearing House

Phone (U.S.)

9792443000

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

John D. Mercer & Associates

1221 AVE F

Bay City, Texas 77414

United States

Taxpayer Information

EIN

******5645**

Type of Tax

Applicable Federal Tax

Taxpayer Name

LYNN ENGINEERING LLC

Tax Year (Most Recent Tax Year)

2019

Name/Title of Individual Executing Consent

Member

TIN Consent Date

Mar 22, 2022

Address

1221 AVE F

Bay City, Texas 77414

Signature

Stuart A Lynn

Points of Contact

Accounts Receivable POC

Jackie Miller
jackie.miller@lynngroup.com
9792458900

Electronic Business

Jackie Miller
jackie.miller@lynngroup.com
9792458900

1221 AVE F
Bay City, Texas 77414
United States

Leea Mercer
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118 E. Main ST
Edna, Texas 77957
United States

Government Business

John Mercer
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3617827121

118 E. Main ST
Edna, Texas 77957
United States

David Sheblak
David.Sheblak@lynngroup.com
3617827121

118 E Main
Edna, Texas 77957
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
541330

NAICS Title
Engineering Services

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
\$5,900,000.00

Number of Employees (in accordance with 13 CFR 121)
43

Location

Annual Receipts (in accordance with 13 CFR 121)
\$1,620,000.00

Number of Employees (in accordance with 13 CFR 121)
11

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



LYNNENGINEERING

let's start the project.

Bay City Office
1221 Ave F
Bay City, TX 77414
979-245-8900

Edna Office
118 E Main St
Edna, TX. 77957
361-782-7121

LYNN-ENGINEERING.COM
FACEBOOK.COM/LYNNENGINEERING

