CITY COUNCIL MEETING AGENDA

Monday, November 08, 2021 at 6:00 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, November 08, 2021, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

II. INVOCATION

III. PLEDGES OF ALLEGIANCE

IV. ROLL CALL OF COUNCIL MEMBERS

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. Approval of minutes from regular meeting held, October 11, 2021.
- B. Approve resolution 21-R-60 amending the FY 21-22 budget previously approved for FY 20-21.

VII. DISCUSSION AND ACTION ITEMS

- A. Discussion regarding possible drainage projects, presented by Strand Associates.
- B. Discuss and consider approving Matula and Matula change order #3 in an amount not to exceed $8,641.54.
- C. Discuss and consider options regarding bid award for contract 6-2020 for the North Water Plant Booster Pump Station.
- D. Discuss, consider, and select an engineering service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of Treasury, other federal or state agency.
- E. Discuss and consider awarding 2021 CDBG Walnut Drive Water Main Replacement, HUD#B-20-UC-48-0005, CFDA#14.218, Contract 4-2021 to Scohil Construction Services, LLC.
- F. Discuss and consider adoption of ordinance #21-482, amending Chapter 3, Article I, Section 3-9 of the Code of Ordinances.
- G. Discuss and consider authorizing the City Manager to execute updated contract with BBG Consulting.
- H. Discuss and consider adoption of ordinance #21-483, amending Appendix C - Fee Schedule of the Code of Ordinances.
- I. Discuss and consider pursuing grant funding for flood mitigation.

VIII. EXECUTIVE SESSION

Pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:

1. City Manager

IX. ACTION AS A RESULT OF EXECUTIVE SESSION

Pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:

1. City Manager

X. CAPITAL IMPROVEMENT PROJECTS UPDATE

XI. CITY MANAGER'S REPORT

XII. COUNCIL MEMBER COMMENTS & REPORTS

XIII. MAYOR'S REPORT

XIV. FUTURE AGENDA ITEMS

XV. ADJOURNMENT

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551-071 of the Government Code (attorney-client privilege).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

I, Kirsten Garcia, do hereby certify that I did, on November 4, 2021 at 05:00 PM post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood

MINUTES
RICHWOOD CITY COUNCIL MEETING
Monday, October 11, 2021 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, October 11, 2021, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

II. INVOCATION

Patricia Ditto, Finance Director, led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Boykin led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Steve Boykin, Mayor:	Present
Mike Johnson, Position 1:	Present
Melissa Strawn, Position 2:	Absent
Matthew Yarborough, Mayor Pro Tem:	Present
Rory Escalante, Position 4:	Present
Mark Brown II, Position 5:	Present

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary; Patricia Ditto, Finance Director; Clif Custer; Public Works Director; Stephen Mayer, Police Chief; Phillip Knop, City Attorney.

V. PUBLIC COMMENTS

Clinton Warren - 141 Dove Trail - Advised he has an issue with a neighbor - would like an ordinance looked at about nuisance animals, he stated the City of Clute has a fair and clear animal ordinance.

Linda Kellog - 149 Dove Trail - Speaking on behalf of the Warren family - advised there is a vengeful neighbor who has called the police and city on them. She added that the Warren's are no nuisance and they are always polite and we all have dogs in the neighborhood who bark.

VI. EMPLOYEE SERVICE AWARD

A. Lori Salazar, Court Clerk - 5 Years of Service

Kirsten Garcia, City Secretary, presented the award and expressed gratitude to Lori for her service.

VII. CONSENT AGENDA

A. Approval of minutes from called meeting held September 21, 2021.

B. Approval of Q4 Investment Report, FY 2021

C. Approval of September 2021 budget report.

Motion to approve consent agenda.
Motion made by Mike Johnson, Seconded by Matthew Yarborough.
Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

VIII. DISCUSSION AND ACTION ITEMS

A. Discuss and consider approving North Water Plant Water Well Change Order #2 in an amount not to exceed $31, 380.

Clif Custer presented.

Morgan Ruiz, with Strand Associates, presented.

Discussion held on Geo technical pre-engineering.

Discussion held on timeline and cost comparison.

Motion to approve North Water Plant Water Well Change Order #2 in an amount not to exceed $31, 380.

Motion made by Mike Johnson, Seconded by Mark Brown II.
Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

B. Discuss and consider approving Resolution # 2021-R-57, amending the FY 2020-2021 budget to increase the general fund expenditures for debris management and removal after Hurricane Nicholas.

Eric Foerster presented.

Motion to approve Resolution # 2021-R-57, amending the FY 2020-2021 budget to increase the general fund expenditures for debris management and removal after Hurricane Nicholas.

Motion made by Mark Brown II, Seconded by Melissa Strawn.
Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

C. Discuss and consider allowing Keep Richwood Beautiful to host low contact events beginning in December.

Kirsten Garcia presented.

Rory stated we should continue the moratorium or perhaps enact a liability agreement or a notice to the public regarding liability for the City.

Discussion held on liability and what type of events would be considered low risk.

Motion to allow KRB to host events beginning immediately. Motion made by Mike Johnson.

Mike Johnson amended motion his motion to allow KRB to host events beginning immediately on a volunteer basis.

Motion made by Mike Johnson, Seconded by Mark Brown II.
Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

D. Discuss and consider approval of change order in the amount of $25,990.80 to repair roughly 310 linear feet of the western portion of Cypress Street.

Clif Custer presented

Discussion held on current status of the road.

Discussion held on road conditions

Motion to approve change order in the amount of $25,990.80 to repair roughly 310 linear feet of the western portion of Cypress Street.

Motion made by Mike Johnson. Motion died for lack of second.

E. Discussion regarding standing water on Oyster Creek Drive.

Clif Custer presented information on standing water on Oyster Creek Drive.

No discussion held.

F. Discussion regarding drainage project design adjustments within the Capital Improvement Projects.

Clif Custer presented.

Disussion held on options for concrete in the ditch.

Discussion held on engineers opinions.

Discussion held on notifying residents of a change.

IX. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer presented the update.

X. CITY MANAGER'S REPORT

Eric Foerster presented his update.

XI. COUNCIL MEMBER COMMENTS & REPORTS

Matt Yarborough expressed appreciation to Clif for his work and to the rest of staff.

Mark Brown expressed appreciation to Clif also, stated that he takes on alot and to the rest of staff. Mark added appreciation the rest of council for allowing KRB to host events.

XII. MAYOR'S REPORT

Mayor reported in regards to missing the last meeting. Stated thanks to the FD And citizens for the excellent job they did during the storm. He added thanks to the residents for their patience with the power outage.

Also stated that he had the privileged of bringing cub scouts up to city hall last week to teach them about the city and how it works.

XIII. FUTURE AGENDA ITEMS

Barking Dogs

Legal Review

Budget Amendment

Executive Session - Eric Contract

Update on Road Conditions

XIV. ADJOURNMENT

Being there no further business, the meeting was adjourned at 8:00 p.m.

These minutes were read and approved on this 08th day of November 2021.

_____

Mayor

ATTEST:

_____

City Secretary

City of Richwood
TEXAS

AGENDA MEMORANDUM- NOVEMBER 8, 2021
ITEM

CONTACT: Patricia Ditto, Deputy Finance Director
Eric Foerster, City Manager

SUBJECT: Budget Amendment for the debris removal for the City of Richwood following Hurricane Nicholas

SUMMARY:
Council previously approved Resolution 2021-R-57 to amend the Fiscal Year 20-21 budget in the amount not to exceed $312,500 for costs incurred for debris removal resulting from Hurricane Nicholas. It has now been determined that the expense should be captured in the Fiscal Year 21-22 budget and the previous resolution should be rescinded.

BACKGROUND INFORMATION:
At the time the previous resolution was performed, it was unknown when the work would be completed and the city invoiced.

FISCAL IMPACT: The cost of debris removal and monitoring at a total cost not to exceed $312,500 would be paid out of General Fund.

RECOMMENDATION: Council to approve this expenditure being accounted for in Fiscal Year 22 budget year..

RESOLUTION 21-R-60

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO INCREASE GENERAL FUND EXPENDITURES FOR COSTS REQUIRED FOR DEBRIS REMOVAL FOLLOWING HURRICANE NICHOLAS

WHEREAS, the City of Richwood City Council adopted a budget for the City of Richwood, Texas, for the fiscal year 2021-2022 in September 2020;

WHEREAS, a resolution 2021-R-57 was approved on October 11, 2021, amending the FY21 budget to include the cost of debris removal resulting from Hurricane Nicholas. Cost for debris removal to be performed by Ceres Environmental Services Inc. is not to exceed $250,000 and monitoring performed by True North is not to exceed $62,500;

WHEREAS, due to the timing of the work performed and invoicing, the expense should be included in the FY22 budget and the previous resolution should be rescinded.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY AMENDS THE FISCAL YEAR 2021-2022 BUDGET AS FILED WITH THE CITY SECRETARY AS FOLLOWS:

Emergency/Disaster 10-99-5102 Contract Labor	$ 312,500
Total Increase to General Fund Expenditures	$ 312,500

PASSED AND APPROVED on this 8th day of November 2021.

_____
Steve Boykin, Mayor

ATTEST:

_____
Kirsten Garcia, City Secretary

MEMORANDUM

To: Richwood City Council

From: Clif Custer

Date: 11/02/2021

Subject: Richwood Drainage Project Design

On August 30th 2021, I met with Strand Associates Engineer Jared Engelke regarding the design of Richwood's upcoming capital improvement drainage project. Upon reviewing 50 percent design, I felt that the design did not offer the best possible outcome with regards to future maintenance of portions of the East ditch, and modifications of ditch slopes in the direct vicinity of existing Center Point power poles. The initial design included concrete slope paving on the south side of the ditch and grass slope on the north side of the ditch

After I expressed my concerns to Strand Associates of the initial design, an alternative design was presented to flip the slope paving to the north side and construct the grass slope on the south side of the ditch. I felt this would:

1. Ensure integrity of the East ditch flow line and slopes.
2. Create a situation for Public Works to streamline maintenance (mowing) of the ditch for years to come.
3. Promote ease of ditch slope maintenance in the future.

Since there was a design alternative presented based on my request, I thought it most responsible and transparent to involve Council in the reasons an alternative was requested and explain benefits of that alternative design. From an engineering standpoint, Strand Associates has said that both alternatives achieve the same outcome.

This is a discussion item that requires no action. Opinions on the alternative design from City Council would be appreciated.

2021 Stormwater Management Master Plan Drainage Improvements, Phases 1 and 2
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
CITY OF RICHWOOD, TEXAS
STRAND PROJECT NO. 4570.015
October 8, 2021

BASE BID–DRAINAGE IMPROVEMENTS							
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE		TOTAL PRICE	
ROADWAY							
1	Mobilization.	1	LS	$	60,000.00	$	60,000.00
2	Stormwater Pollution Prevention Plan (SWPPP).	1	LS	$	35,000.00	$	35,000.00
3	Traffic Control.	1	LS	$	5,000.00	$	5,000.00
4	Dewatering.	1	LS	$	15,000.00	$	15,000.00
5	Excavation.	1	LS	$	75,000.00	$	75,000.00
6	Remove and Dispose of Rock Riprap.	275	SY	$	25.00	$	6,875.00
7	Remove and Dispose of Concrete Riprap.	155	SY	$	25.00	$	3,875.00
8	Concrete Channel (Sloped).	5,400	LF	$	70.00	$	378,000.00
9	Concrete Channel (Curbed).	1,330	LF	$	75.00	$	99,750.00
10	Concrete Slope Paving.	2,800	SY	$	75.00	$	210,000.00
11	Remove and Dispose of 12-inch through 18-Inch Reinforced Concrete Pipe.	7	LF	$	30.00	$	210.00
12	Remove and Dispose of 12-inch through 18-Inch Corrugated Metal Pipe	9	LF	$	30.00	$	270.00
13	Remove and Dispose of 24-inch through 42-Inch Reinforced Concrete Pipe.	55	LF	$	35.00	$	1,925.00
14	Remove and Dispose of 24-inch HDPE Pipe.	100	LF	$	25.00	$	2,500.00
15	Miter existing Reinforced Concrete Pipe to conform to slope.	2	EA	$	250.00	$	500.00
16	Miter existing 12-inch through 18-Inch Corrugated Metal Pipe to conform to slope.	3	EA	$	125.00	$	375.00
17	Miter existing 24-inch through 42-Inch Reinforced Concrete Pipe to conform to slope.	10	EA	$	750.00	$	7,500.00
18	Remove and Dispose of Existing Junction Box.	1	EA	$	2,000.00	$	2,000.00
19	Remove and Dispose of Existing Wooden Bridge.	1	LS	$	1,500.00	$	1,500.00
20	Construct 12-inch through 18-Inch Reinforced Concrete Collar.	1	EA	$	900.00	$	900.00
21	Construct 24-inch through 42-Inch Reinforced Concrete Collar.	6	EA	$	1,500.00	$	9,000.00
22	Furnish and Install 12-inch Reinforced Concrete Pipe.	5	LF	$	60.00	$	300.00
23	Furnish and Install 24-inch Reinforced Concrete Pipe.	26	LF	$	85.00	$	2,210.00
24	Furnish and Install 30-inch Reinforced Concrete Pipe.	12	LF	$	100.00	$	1,200.00
25	Furnish and Install 36-inch Reinforced Concrete Pipe.	28	LF	$	125.00	$	3,500.00
26	Furnish and Install 24-inch Corrugated Metal Pipe.	21	LF	$	50.00	$	1,050.00
27	Furnish and Install 3-FT by 5-FT Box Culvert.	250	LF	$	465.00	$	116,250.00
28	Furnish and Install 3-FT by 12-FT Box Culvert.	36		$	925.00	$	33,300.00
29	Furnish and Install 4-FT by 10-FT Inlet.	1	EA	$	11,000.00	$	11,000.00
30	Extend Wingwalls of 7'x3' Box Culvert Headwall.	4	EA	$	8,000.00	$	32,000.00
31	Headwall and Wingwall for 12'x3' Box Culvert (Downstream Side).	1	EA	$	9,500.00	$	9,500.00
32	Headwall and Wingwall for 12'x3' Box Culvert (Upstream Side).	1	EA	$	7,800.00	$	7,800.00
33	Concrete Pavement Repair.	20	SF	$	150.00	$	3,000.00
34	Asphalt Pavement Repair.	375	SF	$	130.00	$	48,750.00
35	Restore Pavement Markings.	1	LS	$	1,500.00	$	1,500.00
36	Restoration and Seeding.	1	LS	$	82,500.00	$	82,500.00
	CONSTRUCTION–SUBTOTAL (ROUNDED):					$	1,269,000.00
	CONSTRUCTION–CONTINGENCY (5%, ROUNDED):					$	63,500.00
	BASE BID CONSTRUCTION–TOTAL (ROUNDED):					**$**	**1,332,500.00**
ALTERNATE BID–SLOPE PAVING NORTH SIDE EAST OF AUDUBON WOODS DRIVE							
18.	Concrete Slope Paving.	575	SY	$	75.00	$	43,125.00
	CONSTRUCTION–SUBTOTAL (ROUNDED):					$	1,312,200.00
	CONSTRUCTION–CONTINGENCY (5%, ROUNDED):					$	65,600.00
	ALTERNATE BID CONSTRUCTION–TOTAL (ROUNDED):					**$**	**1,377,800.00**

Jared D. Engelke, P.E.
Strand Associates, Inc.® (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, TX 77833

MEMORANDUM

To: Richwood City Council

From: Clif Custer

Date: 11/02/2021

Subject: Richwood Drainage Project Design

In preparation advancing construction of Moore St. to the intersection of Moore and Oyster Creek Drive and the West portion of Moore, I met with Matula and Matula to discuss the way the intersection of Moore and Oyster Creek Drive should be reconstructed.

Original construction specifications of Moore St. involve a Lime treated subgrade under concrete pavement. The use of alternative materials were suggested by Matula and Matula to significantly decrease the time of reconstruction of the intersection of Moore and Oyster Creek Drive.

In the place of Lime treated subgrade under concrete pavement, new crushed limestone base will be installed under fast curing concrete pavement. This method of reconstruction was presented to Terracon for their opinion in which Terracon expressed that the use of limestone would ensure street integrity. The use of limestone in place of Lime is expected to reduce overall construction time of the intersection by two weeks.

A net Change Order of $8,641.54 was presented for the change from lime treated subgrade to limestone base for the reconstruction of the Moore St. and Oyster Creek Drive intersection. I am requesting of Council a motion to approve Matula and Matula Change Order #3 in an amount not to exceed $8,641.54.

Intersection of Oyster Creek Drive and Moore St. Change Order					
Over excavate 8" of subgrade and hauled off	72	CY	$ 23.67	$ 1,704.24	
Place 8" of Limestone Base Compact, bluetop, finish grade	323	SY	$ 18.90	$ 6,104.70	
6" of High Early Concrete 7 sk	306	SY	$ 58.00	$ 17,748.00	**$ 25,556.94**
Bid Items that above will replace					
Lime Stabilization of Materials in Place, 8-IN	323	SY	-$ 2.20	-$ 710.60	
Lime Treatment, Road Mixed (12% by Dry Weight Assumed for Quantity Estimating Purposes)	8.72	T	-$ 195.00	-$ 1,700.40	
Concrete Pavement, Reinforced, 6-IN	306	SY	-$ 47.40	-$ 14,504.40	**-$ 16,915.40**
					Net C.O.
					$8,641.54

MEMORANDUM

To: Richwood City Council

From: Clif Custer

Date: 11/02/2021

Subject: Booster Station Bid Opening/Contract Award

On October 26th, 2021, Richwood hosted the bid opening for the Booster Station that will be constructed as a part of the North Water Plant Project. Richwood received a single bid of $1,900,000.00 from contractor W.W. Peyton. This bid price is an additional $431,000.00 than the initial cost opinions submitted to Richwood by Strand Associates.

Based on the number of bid documents downloaded by different contractors from the website Civcast, it is the opinion that interest in the project was not lacking. One concern of Strand Associates as well as myself is that a single bid offers no point of comparison. As a reaction to receiving a single bid, Strand Associates reached out to several contractors that downloaded bid documents to inquire why bids were not submitted. Most responses received from contractors as to why bids were not submitted for the project had to do with “too many ongoing projects”. Three of the contractors that were contacted stated that they would submit bids if the project was rebid.

The North Water Plant Project is privately funded so the City of Richwood is not bound legally to accept the single bid received. However, if Council wishes the project to go out for rebid, a $10,000.00 additional financial comment will be required for Strand Associates to rebid the project. There is no guarantee that bids will be submitted by contractors that expressed that they would submit a bid if the project was rebid. There is also no guarantee that project costs will decrease if the project is rebid.

I am requesting of Council a motion to:

1. Award North Water Plant Booster Pump Station, Contract 6-2020 to W.W. Peyton in the amount not to exceed $1,900,000.00
2. Rebid the North Water Plant Booster Station, Contract 6-2020.

75 of years
EXCELLENCE IN ENGINEERING

STRAND ASSOCIATES®
Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

CITY OF RICHWOOD, TEXAS
NORTH WATER PLANT (NWP)
ENGINEER'S OPINION OF PROBABLE PROJECT COST (OPPC)
STRAND PROJECT NO. 4570.006
October 6, 2021

ITEM NO.	DESCRIPTION	TOTAL COST
CONSTRUCTION		
1.	Contract 1-2020–NWP Water Main Extensions (Final Payment Application).	$ 300,762.50
2.	Contract 2-2020–NWP Water Well (Base Bid + Change Order 1).	$ 287,250.00
3.	Contract 2-2020–NWP Water Well (Change Order 2).	$ 31,380.00
4.	Contract 7-2020–NWP Ground Storage Tank Rebid (Base Bid).	$ 694,800.00
5.	Contract 7-2020–NWP Ground Storage Tank Rebid (Change Order Allowance, 5%).	$ 34,740.00
6.	Contract 6-2020–NWP Booster Pumping Station (90% OPCC [Base Bid + Bid Allowances] + 20% Contingency).	$ 1,469,000.00
	Construction Total:	$ 2,817,932.50
ENGINEERING		
1.	Task Order No. 19-02–Approved Services.	$ 417,440.00
2.	Task Order No. 19-02–Approved Amendment No. 1 + If-Authorized Resident Project Representative (RPR) Services (Contracts 1 and 2-2020).	$ 74,000.00
3.	Task Order No. 19-02–Proposed Amendment No. 2 (Contract 6-2020–Agreement Scoped a Prefabricated High Service Pumping Station Building (Not Feasible); Amendment for Additional Structural, Electrical, and Mechanical Design and Construction Services; Additional Site Grading [Federal Emergency Management Agency (FEMA) Floodplain Mapping Revision]; Additional Coordination and Design for Supervisory Control and Data Acquisition (SCADA) and Fire Protection for Chlorine Feed Building).	$ 45,000.00
4.	Task Order No. 19-02–Proposed Amendment No. 2 (Contracts 5- and 6-2020–Amendment for Additional Part-time RPR Services; Assume 8 Hours Per Week for 40 Weeks).	$ 40,000.00
5.	Task Order No. 19-02–Proposed Amendment No. 2 (Contracts 5- and 6-2020–Amendment for Terracon Consultants, Inc. to Provide Construction Materials Testing and Soils Engineering Services during Construction).	$ 11,600.00
6.	Task Order No. 19-02–Proposed Amendment No. 2 (Contract 5-2020–Amendment for Additional Tank Observation Services; Number of Anticipated Visits increased from 26 to 38 Visits for Tank Erection, Coatings, and Closeout Meetings).	$ 5,280.00
7.	Task Order No. 20-01–Approved Services.	$ 20,000.00
	Engineering Total:	$ 613,320.00
MISCELLANEOUS		
1.	Legal Fees	$ 8,362.00
2.	Easement Acquisition	$ 22,386.00
3.	Brazoria County Groundwater Conservation District	$ 1,314.00
	Miscellaneous Total:	$ 32,062.00
	TOTAL OPINION OF PROBABLE PROJECT COST	**$ 3,463,314.50**

STATE OF TEXAS
RYAN DANIEL TINSLEY
132320
LICENSED
PROFESSIONAL ENGINEER
10/6/2021

Ryan Tinsley, P.E., ENV SP
Strand Associates, Inc.® (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, Texas 77833

75 of years
EXCELLENCE IN ENGINEERING

SA ASSOCIATES®
Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

CITY OF RICHWOOD, TEXAS
NORTH WATER PLANT (NWP)
ENGINEER'S OPINION OF PROBABLE PROJECT COST (OPPC)
STRAND PROJECT NO. 4570.006
November 3, 2021

ITEM NO.	DESCRIPTION	TOTAL COST
CONSTRUCTION		
1.	Contract 1-2020–NWP Water Main Extensions (Final Payment Application).	$ 300,762.50
2.	Contract 2-2020–NWP Water Well (Base Bid + Change Order Nos. 1 and 2).	$ 318,630.00
3.	Contract 2-2020–NWP Water Well (Change Order Allowance, 4%).	$ 10,000.00
4.	Contract 7-2020–NWP Ground Storage Tank Rebid (Base Bid).	$ 694,800.00
5.	Contract 7-2020–NWP Ground Storage Tank Rebid (Change Order Allowance, 5%).	$ 34,740.00
6.	Contract 6-2020–NWP Booster Pumping Station (Base Bid).	$ 1,900,000.00
7.	Contract 6-2020–NWP Booster Pumping Station (Change Order Allowance, 5%).	$ 95,000.00
	Construction Total:	$ 3,353,932.50
ENGINEERING		
1.	Task Order No. 19-02–Approved Services.	$ 417,440.00
2.	Task Order No. 19-02–Approved Amendment No. 1 + If-Authorized Resident Project Representative (RPR) Services (Contracts 1-2020 and 2-2020).	$ 74,000.00
3.	Task Order No. 19-02–Proposed Amendment No. 2 (Contract 6-2020–Agreement Scoped a Prefabricated High Service Pumping Station Building [Not Feasible]); Amendment for Additional Structural, Electrical, and Mechanical Design and Construction Services; Additional Site Grading (Federal Emergency Management Agency [FEMA] Floodplain Mapping Revision); Additional Coordination and Design for Supervisory Control and Data Acquisition (SCADA) and Fire Protection for Chlorine Feed Building).	$ 45,000.00
4.	Task Order No. 19-02–Proposed Amendment No. 2 (Contracts 7-2020 and 6-2020–Amendment for Additional Part-time RPR Services; Assume 8 Hours Per Week for 40 Weeks).	$ 40,000.00
5.	Task Order No. 19-02–Proposed Amendment No. 2 (Contracts 7-2020 and 6-2020–Amendment for Terracon Consultants, Inc. to Provide Construction Materials Testing and Soils Engineering Services during Construction).	$ 11,600.00
6.	Task Order No. 19-02–Proposed Amendment No. 2 (Contract 7-2020–Amendment for Additional Tank Observation Services; Number of Anticipated Visits increased from 26 to 38 Visits for Tank Erection, Coatings, and Closeout Meetings).	$ 5,280.00
7.	Task Order No. 20-01–Approved Services.	$ 20,000.00
	Engineering Total:	$ 613,320.00
MISCELLANEOUS		
1.	Legal Fees.	$ 8,362.00
2.	Easement Acquisition.	$ 22,386.00
3.	Brazoria County Groundwater Conservation District.	$ 1,314.00
	Miscellaneous Total:	$ 32,062.00
	TOTAL OPINION OF PROBABLE PROJECT COST	**$ 3,999,314.50**

Ryan Tinsley, P.E., ENV SP
Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, Texas 77833

75 of years
EXCELLENCE IN ENGINEERING

STRAND ASSOCIATES®
Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

November 3, 2021

Mr. Clif Custer, Director of Public Works
City of Richwood
1800 Brazosport Boulevard North
Richwood, TX 77531

Re: North Water Plant Booster Pump Station
Contract 6-2020
City of Richwood, Texas

Dear Clif,

Bids for the above-referenced project were opened on October 26, 2021. One bid was received with the resulting bid tabulation enclosed. The sole bid of $1,900,000 was more than ENGINEER's opinion of probable construction cost.

W.W. Payton Corporation of Brookshire, Texas, was the apparent low bidder at $1,900,000. The bid included a bid bond for 5 percent. The bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with W.W. Payton Corporation on projects for Sweeny, Texas. For those projects, the owner determined W.W. Payton Corporation to be responsible.

If you determine that W.W. Payton Corporation is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Tinsley, P.E., ENV SP

Enclosure

Bids Received: 2:00 P.M.
October 26, 2021

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

NORTH WATER PLANT BOOSTER PUMP STATION
CONTRACT 6-2020
CITY OF RICHWOOD, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Lump Sum Base Bid	Bid Alternative No. 1	Bid Alternative No. 2	Bid Alternative No. 3	Bid Alternative No. 4
W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77423	5%	NA	$1,900,000.00	$22,000.00	$13,000.00	$5,000.00	$3,000.00

Reviewed by: _____

STATE OF TEXAS
RYAN DANIEL TINSLEY
132320
LICENSED
PROFESSIONAL ENGINEER

11/3/2021

City of Richwood
TEXAS

AGENDA MEMORANDUM

CONTACT: Kirsten Garcia, City Secretary

SUBJECT: American Rescue Plan – Engineering bid award.

SUMMARY: Consider approving a resolution to award Strand Associates with the contract for engineering for projects funded by the American Rescue Plan.

BACKGROUND INFORMATION:
We received two bids for engineering services, from Strand Associates and Lynn Engineering. A committee scored the bids and the results are as follows:

Company	Average Score
Strand Associates	99.3
Lynn Engineering	85.7

RECOMMENDATION: Council to approve resolution to award Strand Associates with contract.

Thank you,

K. Garcia

Kirsten Garcia

RESOLUTION 21-R-59

A RESOLUTION OF THE CITY OF RICHWOOD, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT) PROGRAM(S).

WHEREAS, the ARP ACT program(s) requires implementation by professionals experienced in federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with federal requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That Strand Associates be selected to provide application and project-related **professional engineering services** for the ARP ACT program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of ARP ACT funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON NOVEMBER 8, 2021.

APPROVED:

_____
Steve Boykin, Mayor

ATTEST:

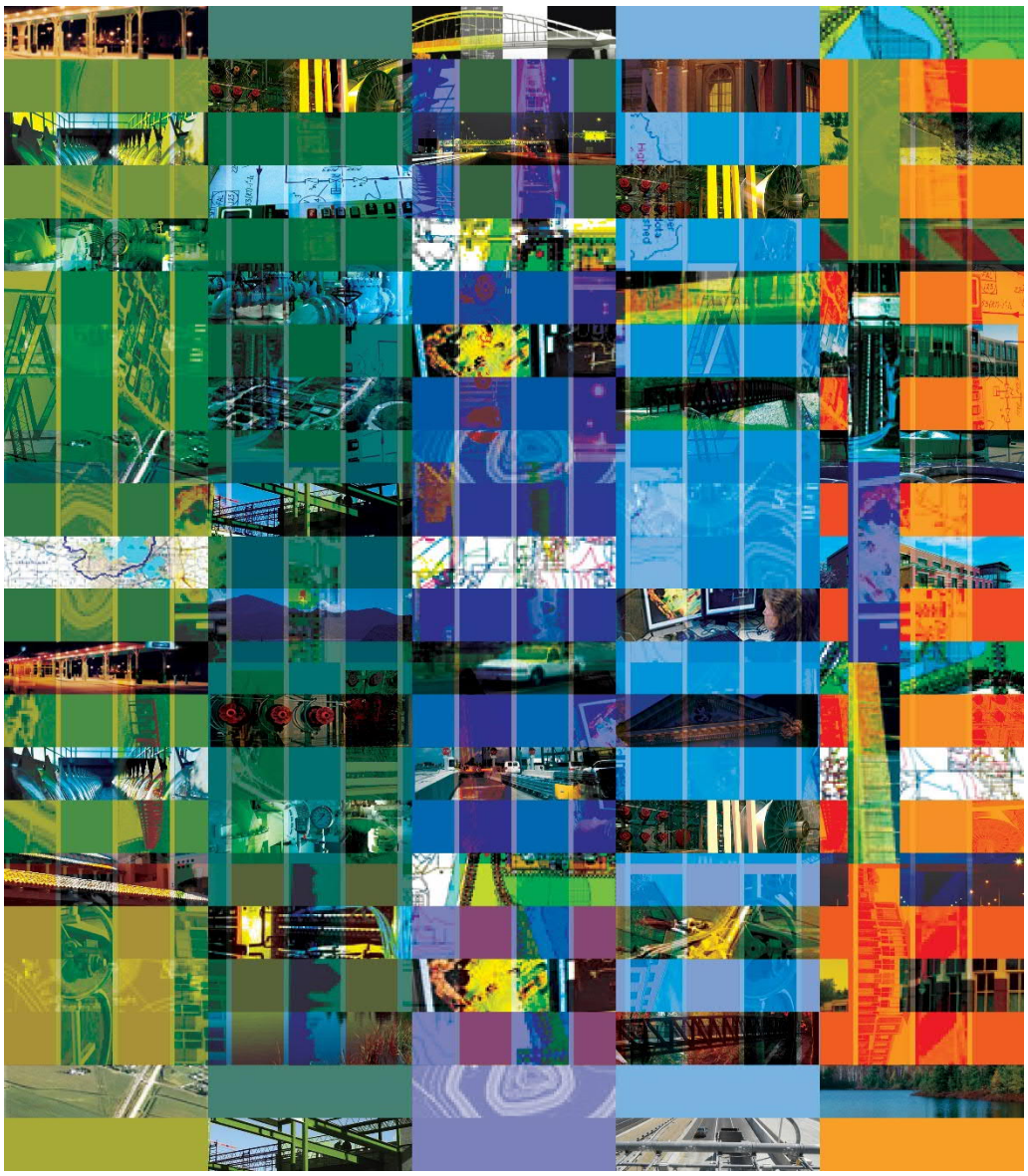
_____
Kirsten Garcia, City Secretary

Professional

Engineering

Services

American Rescue Plan Act Program Infrastructure Projects



Statement of Qualifications

City of Richwood, TX

October 18, 2021

75 years of EXCELLENCE IN ENGINEERING

STRAND ASSOCIATES®

EXCELLENCE IN ENGINEERING

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

October 18, 2021

Ms. Kirsten Garcia, City Secretary
City of Richwood
1800 N. Brazosport Boulevard
Richwood, TX 77531

Re: Request for Qualifications (RFQ) – American Rescue Plan (ARP) Act Program Infrastructure Projects

Dear Ms. Garcia:

Thank you for the opportunity to submit our Statement of Qualifications (SOQ) to assist the City of Richwood with services associated with budget requests, scopes of work, and draft specifications for ARP Act program infrastructure funding. We understand the City plans to apply its ARP funding to the South Water Plant Booster Station replacement project. Once funding is allocated, we will provide engineering design and bid- and construction-related services to see the project through to completion.

This SOQ demonstrates our ability to provide unsurpassed engineering and surveying services for these types of projects. Our *client first* philosophy means that the interests of our clients are a top priority. Toward this end, we are excited to offer a highly qualified team to assist the City in completing this project.

By selecting us, the City will realize sound solutions that are effective for the City's budget and schedule while achieving the goals of the project. The following unique features of our team will result in successful service to the City:

- **First-hand knowledge of Richwood area site conditions, including an in-depth understanding of its water production and distribution system, provides essential value to this project.**
- **Record of proven performance with plan development, design, and construction-phase services for similar projects results in technically-sound solutions.**
- **Extensive relevant application, design, and contract administration experience on many federally funded projects results in smooth project financing.**
- **Available and committed staff through a local office and a national resource base provides responsive service to the City.**

Our firm meets the appropriate state licensing requirements to perform engineering services in the state of Texas (Registration Number F-8405). We do not have a record of substandard work nor have we engaged in unethical practices within the last 5 years, or at any time.

If there are any questions concerning our SOQ, please do not hesitate to contact us. We value this opportunity to help the City meet its engineering needs.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Tinsley, P.E., ENV SP
Project Manager

Craig Kankel, P.E.
Overall Quality Control Engineer

P211.026/RDT:mah

Table of Contents

Section
Page No.

Project Approach

Approach Delivers Solutions That Enhance the Value of City Infrastructure 1

Project Understanding and Specific Approach to This Project 2

Conclusion 3

Firm Profile

Seventy-Five Years of Service Signifies Organizational Strength and Commitment to Quality 1

Project Team

Team's Record of Proven Performance Results in Technically-Sound Solutions 1

Successful Relationship with Potential Subconsultants Supports Ability to Meet City's Project Schedule 5

Integrated, Corporate-Wide Scheduling Program Proves Availability of Staff 6

- Resumes

Project Experience

Expertise and Experience with Relevant Local and National Projects Instill Confidence in the Success of this Project for the City of Richwood 1

- Project Experience Tables

References

References Attest to Success of Similar Projects 1

- Letters of Commendation

Insurance

Excellent Insurance Coverage Attests to Strong Business Practices 1

- Certificate of Liability Insurance

Verification Not Debarred

Confirmation from System for Award Management (www.SAM.gov) 1

- SAM Search Results Printout

Required Forms

- Conflict of Interest Questionnaire
- Certification Regarding Lobbying

Project Approach

Approach Delivers Solutions That Enhance the Value of City Infrastructure

Our philosophy for quality-of-life infrastructure initiatives begins with the end goal in mind. By thoroughly understanding the motivations and desired outcomes of our project partners, we can help chart the proper approach to achieving project objectives. The way we communicate with the City will set the stage for a successful project.

By thoroughly understanding the motivations and desired outcomes of our project partners, we can help chart the proper approach to achieving project objectives.

Interaction with City Staff

We will start this assignment by holding a kickoff meeting with City staff and the grant consultant to understand their goals and objectives for these projects. We will outline a communication structure with the City with points of contact, project schedules, and a communication schedule clearly identified. We find that weekly or biweekly status updates by phone, with e-mail summaries of decisions and issues discussed, and face-to-face meetings with the client (as desired) keep things moving. This communication structure and reporting will be important throughout any service we provide.

Project Approach

Our typical approach to the engineering functions of a project is divided into three phases, hereinafter referred to as the *preliminary design phase*, *final design phase*, and *bid and construction phase*. Our team is fully committed to providing excellence in engineering throughout each of these phases. When the City needs a single task or project performed – such as a survey or an environmental study – we will apply the same work ethic to that singular task or project. Through discussions with City staff, we will develop a thorough understanding of the scope of each project and employ the approach below.

Our holistic approach is centered on maximizing the City's return on investment.

It is our intent to fully utilize available funding opportunities. Our proven project approach will deliver cost-effective improvements that result in significant benefits. We have been highly successful optimizing grant funding for many projects and will do so for the City of Richwood, as well.

We understand that the City plans to use its ARP funding for replacement of the South Water Plant Booster Station. It is our understanding that the City may also purchase generators with these funds and may need assistance in reviewing the specifications for the generators.

- **Preliminary Design Phase**
  During the preliminary design phase, two tasks will receive initial emphasis. First, we will hold a preliminary design conference with the City to review the scope of each project and establish or confirm expectations, project objectives, and priorities. Next, we will collect the information required for design of the proposed improvements. Collected information includes any field surveys required to develop background drawings for the proposed improvements along with geotechnical information and utility information required for design.

  Following the predesign conference and data collection, we will begin work on preliminary designs and assist the grant consultant with the environmental documents. Preliminary cost opinions and other appropriate deliverables will also then be prepared.

Recent experience will improve the quality of the construction cost opinions prepared for this project. This will be valuable, given the current volatility in the construction materials market.

- **Final Design Phase**
  Following preliminary design of improvements, we will meet with the City and other stakeholders to review the preliminary information. We will also coordinate with owners of utilities that may be impacted. After City approval of the preliminary engineering documents, we will proceed with the final design process, including preparing the contract documents, final drawings, specifications, and bid schedules.

  Final designs will comply with local codes and design standards. Our goal is to produce clear, concise plans that are easy for owners and contractors to read and understand while including the information required by various regulatory agencies and utility companies. Following final design document approval by City staff, final cost opinions will be prepared.

Our firm has always prioritized quality control and compliance with local codes and design standards.

- **Bid and Construction Phase**
  The bid phase will begin with authorization to advertise for construction bids for the project. We will prepare the bid advertisement, distribute plans and specifications, answer questions from bidders, assist with the bid opening, analyze bids, and provide information to assist with awarding contracts. We will also assist with executing and approving contracts. Following these steps, a preconstruction conference will be held.

  During construction, we will provide construction-phase tasks, including contract administration, preparation and certification (if required) of monthly payment applications, issuance of additional instructions to the contractor(s), continued utility coordination, as warranted, and periodic visits to the site.

  Our engineers have extensive experience dealing with issues raised by contractors. Our approach is to resolve each issue without the need for change orders, an approach proven to be highly successful. The same individuals responsible for project design will remain involved throughout project construction. Once construction is complete, we will make a final inspection, develop lists of necessary items to be corrected or completed, and, ultimately, certify completion of the project.

We begin developing construction costs during the planning phase of a project when budgets are first established.

Project Management

Our overall project management approach includes developing a communication plan, tracking schedules and costs, preparing project reports, and providing quality control reviews. Our project delivery will instill confidence that the completed project will meet desired outcomes, schedules, and budgets.

Project management approach delivers confidence.

Project Understanding and Specific Approach to This Project

The City has aging infrastructure at the South Water Plant Booster Station. Because of this, the booster pumps are becoming inefficient and are needing more regular maintenance. We understand the ARP Act funds will be used primarily at the South Water Plant to relocate and replace the existing booster pumps, and the associated piping and valves.

The project will install three new booster pumps set on a new 34-foot by 10-foot concrete slab with metal roof structure. This structure will be north of the existing booster pumps, but on the existing City-owned site. The foundation for the new booster pumps will need to be elevated so that the pumps are located above the base flood elevation. These improvements will include ductile iron piping, both above and underground, and utilize the existing electrical switchgear and emergency generator.

Existing booster pumps.

We understand that the City is interested in using the remaining funds to install new generators at various locations around the city. We have vast electrical experience to assist the City with reviewing generator specifications, if desired.

Conclusion

We are excited for the opportunity to continue serving the City of Richwood and are committed to providing a high level of engineering service in an efficient manner. The City will receive excellent service with our straightforward approach to engineering.

Firm Profile

Seventy-Five Years of Service Signifies Organizational Strength and Commitment to Quality

We have been providing exceptional civil and environmental engineering service to clients since 1946. We attribute our organizational strength to our talented engineers, effective management, and commitment to nurturing long-term client relationships. Our Corporate Mission states that we are *dedicated to helping clients succeed through excellence in engineering.* In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions to meet the continually evolving needs of each client.

Through trust, reliance, and professional relationships, clients have enabled us to achieve 75 years of excellence in engineering.

In an ongoing commitment to serve our Texas clientele effectively and efficiently, our Brenham staff has now grown to 24 and we anticipate continually adding to this talented group to provide an even broader array of expertise and greater depth of experience for clients. Additionally, the nature of our projects continues to evolve in correspondence with the increasingly complex needs of clients.

New, relocated Brenham office.

Wide Range of Services Meet All Project Needs

Our areas of specialization include the following:

Our services are tailored to the needs of clients.

- Civil and municipal engineering
- Transportation engineering
- Wastewater treatment and conveyance engineering
- **Water supply engineering**
- Stormwater management
- **Electrical and HVAC engineering**
- Building/facility engineering, architecture, and sustainable design
- Aviation
- Natural gas distribution
- Wetland delineation, mitigation, and restoration
- Ecosystem study and restoration
- GIS and mapping
- **Surveying and right of way acquisition**
- Land development
- **Construction-related services**
- **Financial assistance**

Strategic Office Locations Conveniently Serve Clients Throughout the Region

To serve our national client base efficiently, we have 10 offices throughout the U.S.

Civil and environmental engineering and science services are provided from 10 offices throughout the U.S.

Reliable Consulting Service Has Cultivated Long-Standing Client Relationships

Clients rely on us as a partner to address their engineering and science needs. We have developed and continue to maintain long-standing affiliations, many extending into several decades of service. Our service is flexible and tailored to the unique needs of each client. For some, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis.

Our commitment to long-term client relationships is a major factor in our success.

We understand the value clients place on consistency of personnel and continuity in project development. Accordingly, we expend every effort to make sure the team initially chosen is involved with a project from beginning to end.

Effective Management Practices Provide a Stable Foundation

To serve clients effectively, we employ a horizontal project management structure. For each project, a principal engineer is assigned to provide technical and office resource support. Other day-to-day decisions, however, are made at the project level by the engineers most familiar and involved with the work.

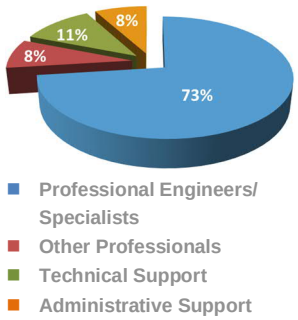
With our organizational structure, critical decisions are made by those most familiar with the day-to-day work on the project.

Clients find reassurance in the fact that each of our engineers is supported by the expertise of a multidisciplined engineering firm. This approach enables use of all our firm's resources while maintaining the personal involvement associated with a single point of contact: a person who has been trained to assist through plan development, design, and implementation.

Only with solid management practices could a company thrive in this industry for 75 years.

High Level of Service Made Possible Because of Dedicated, Results-Oriented Staff

Our expert staff of 465 employees embody the academic backgrounds and experience of all disciplines normally necessary to complete a project successfully. Our engineers average 12 years of experience and the majority are licensed or have advanced degrees.



2021 Staff Resources

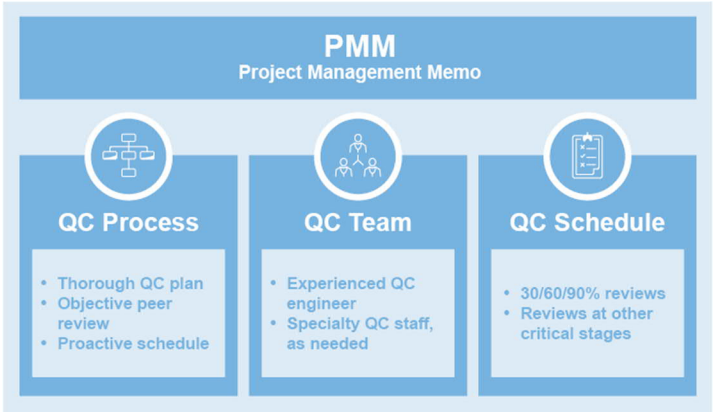
- **Total Staff** **465**
- **Engineers** ..... **340* (73%)**
  - Environmental engineers/specialists 83
  - Civil engineers 113
  - Transportation engineers 85
  - Aviation engineers 10
  - Structural engineers 20
  - Electrical engineers 18
  - Mechanical engineers 11
- **Other Professionals** ..... **36 (8%)**
  - Business development 14
  - Architects 4
  - Information technologists 8
  - Right of way acquisition agents 3
  - Professional land surveyors 7
- **Technical Support** ..... **51 (11%)**
  - Field technicians 15
  - Office technicians/CADD operators 36
- **Administrative Support** ..... **38 (8%)**
  - Clerical, accounting, human resources 38

* Eighteen (18) of these are LEED® accredited or ISI envision professionals.

Innovative Project Management Techniques Produce Quality, On-Time, Cost-Effective Projects

Our internal Quality Control (QC) program focuses on applying quality peer review at each stage of design. As each project is scoped, the Project Manager issues a Project Management Memorandum (PMM) describing the individual QC plan for the project and identifying a key Quality Control Engineer – an individual responsible for critiquing the design for technical accuracy, constructability, and conformance to project objectives at critical stages throughout project development.

Our approach to managing projects effectively involves ongoing quality control reviews.



Quality review program defines commitment to excellence.

We have a corporate-wide scheduling program that can give us an up-to-date report on the schedule of every staff member at each of our offices. Because we know the 2-year workload of every employee, we can make a commitment to a client's schedule.

State-of-the-Art Facilities and Technology Enable Us to Maximize the Level of Effort Applied to a Project While Minimizing Cost

To serve clients better, we continually upgrade the technology at each of our offices and train our staff in effectively using the latest tools available. Our offices are comparably equipped with videoconferencing equipment, enabling face-to-face communications between our clients and our experts around the nation at any time during a project. Our Vidyo system links each of our offices via real-time voice and high-definition video. Videoconferencing computers are integrated with a Local Area Network (LAN) and Wide Area Network (WAN), permitting direct digital sharing of Computer-Aided Design (CAD) and other drawings across the videoconferencing network.

Our equipment enables the resources of each office to be shared with all other offices.

Videoconferencing enables us to meet efficiently with team members across all our offices.

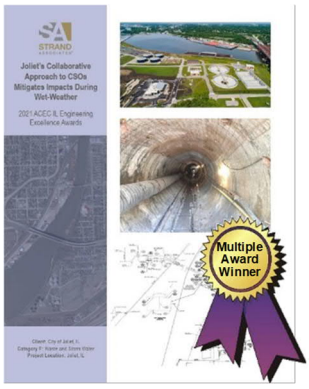
Because of our considerable history with state-of-the-art interoffice communications, during this time of unprecedented social distancing we are still able to utilize all our staff from local as well as national offices, seamlessly.

The system also includes data-sharing via remote-operated video cameras, television monitors, high-definition computer monitors, and high-speed computers. Our system enables teams in different offices to interact seamlessly. With ready access, we can bring our experts together without the added expenses of time and travel.

Awards and Recognition Demonstrate Leadership in Evolution and Application of Innovative Technology

Our designs have gained local and national acclaim and our firm has consistently been included in *Engineering News-Record's (ENR)* lists of top design firms. These rankings are based on annual engineering fees generated through our Brenham office as well as across our entire firm. Our 2021 rankings are: Texas and Louisiana Top Design Firms – 102; national Top 500 Design Firms – 178. As there are hundreds of engineering firms in Texas and thousands across the country, these rankings indicate the relative depth of the services we provide each year – a direct result of the value we place on long-term client relationships.

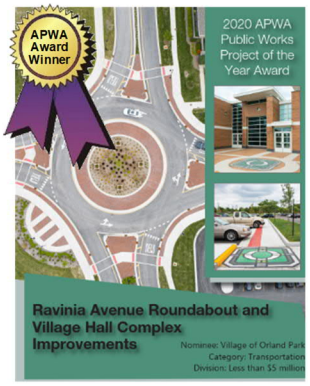
We have received distinctions and client praise for our ability to coordinate and facilitate challenging projects that solve problems and create opportunities for multiple stakeholders.

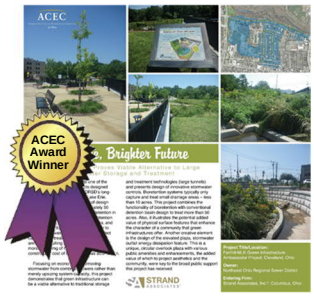


An abbreviated listing of awards we have recently received is presented on the following page.

- 2021 American Council of Engineering Companies (ACEC) Illinois Engineering Excellence Honor Award – Joliet's Collaborative Approach to Combined Sewer Overflows (CSOs) – Joliet, IL
- 2021 American Public Works Association (APWA) Illinois Chicago Metro Chapter Southwest Branch Project of the Year Award – Joliet's Collaborative Approach to CSOs – Joliet, IL

- 2021 ACEC Indiana Engineering Excellence Honor Award – Bargersville Wastewater Treatment Plant Improvements – Bargersville, IN
- 2021 ACEC Kentucky Engineering Excellence Grand Award – Completing the Legacy: Fourth Street Corridor & Legacy Trail Phase 3 – Lexington, KY
- 2021 ACEC Ohio Engineering Excellence Honor Award – Cincinnati Art Museum Art Climb – Cincinnati, OH
- 2020 Accelerate Indiana Municipalities (Aim) Community Placemaking Award – Lawrenceburg Civic Park – Lawrenceburg, IN
- 2020 APWA Chicago Metro Chapter Project of the Year Award – Cary Wastewater Treatment Plant Phase I Improvements – Cary, IL
- 2020 APWA Chicago Metro Chapter-Fox Valley Branch Project of the Year Award – Cary Wastewater Treatment Plant Phase I Improvements – Cary, IL
- 2020 ACEC Wisconsin Engineering Excellence State Finalist Award – Fond du Lac Wastewater Treatment and Resource Recovery Facility Side Stream Deammonification – Fond du Lac, WI
- 2020 APWA Chicago Metro Chapter-Lake Branch Project of the Year Award – Lake Forest Drinking Water Treatment Plant Improvements – Lake Forest, IL
- 2020 ACEC Indiana Engineering Excellence Merit Award – Lawrenceburg Civic Park – Lawrenceburg, IN
- 2020 ACEC Kentucky Engineering Excellence Honor Award – South Fourth Street Streetscapes Improvements – Louisville, KY
- 2020 ACEC Illinois Engineering Excellence Honor Award – IDOT IL 47 Phase I Study Relieves Woodstock Congestion – McHenry County, IL
- 2020 APWA Chicago Metro Chapter-Southwest Branch Project of the Year Award – Ravinia Avenue Roundabout and Village Hall Complex Improvements – Orland Park, IL
- 2020 Excellence in Highway Design for Best Local Program – East Grand Avenue Reconstruction – Wisconsin Rapids, WI
- 2020 APWA National Public Works Project of the Year Award – Small Cities/Rural Communities (Environmental) – Wisconsin Rapids West Side Pumping Station Force Main – Wisconsin Rapids, WI
- 2019 ACEC National Recognition Award – People Trail Extension – Columbus, IN
- 2019 ACEC National Recognition Award – Fairhill-MLK Green Infrastructure Ambassador Project – Cleveland, OH
- 2019 ACEC National Recognition Award – Meister Cheese Company Wastewater Treatment Plant Energy Improvements – Muscoda, WI
- 2019 ACEC Illinois Engineering Excellence Special Achievement Award – Moline North Slope Wastewater Treatment Plant Improvements – Moline, IL
- 2019 ACEC Indiana Engineering Excellence Honor Award – People Trail Extension – Columbus, IN
- 2019 ACEC Ohio Engineering Excellence Outstanding Achievement Award – Fairhill-MLK Green Ambassador Project – Cleveland, OH
- 2019 ACEC Wisconsin Engineering Excellence Best of State Award – Meister Cheese Company Wastewater Treatment Plant Energy Improvements – Muscoda, WI
- 2019 APWA Illinois Project of the Year Award – Moline North Slope Wastewater Treatment Plant Improvements – Moline, IL
- 2018 KY-TN WEA Outstanding Overflow Abatement Project Award – Henderson Water Utility CSO Long Term Control Plan – Henderson, KY
- 2018 APWA Wisconsin Project of the Year Award – Waukesha Clean Water Plant Improvements – Waukesha, WI
- 2018 ACEC Wisconsin Engineering Excellence Best of State Award – Verona Road (USH 18/151) Reconstruction Stage 1 – Madison, WI





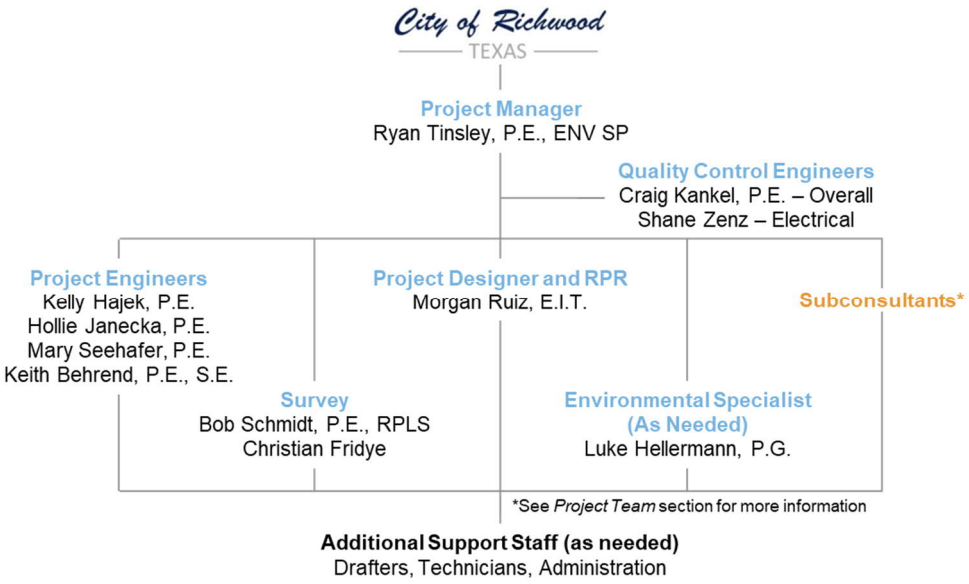
Project Team

Team's Record of Proven Performance Results in Technically-Sound Solutions

This section provides information on the key personnel who comprise our project team. These individuals will be responsive to the City's needs, provide smooth and effective communications, and capitalize on the talents of both in-house and client-team members. Ryan Tinsley, P.E., ENV SP; Craig Kankel, P.E.; Kelly Hajek, P.E.; Hollie Janecka, P.E.; Mary Seehafer, P.E.; Keith Behrend, P.E., S.E.; and Bob Schmidt, P.E., RPLS, are licensed Professional Engineers registered to practice in the state of Texas and, per the Texas Engineering Practice Act, are in good standing.

Our team will be responsive to the City's needs, provide smooth communication, and capitalize on the talents of both in-house and client-team members.

Below is an organizational chart of our team followed by a brief description of each team member and their role. Resumes are included at the end of this section.



Project Manager

Ryan D. Tinsley, P.E., ENV SP, will serve as the Project Manager. He has 19 years of experience providing design and construction-related services on a variety of projects. After more than 12 years of service in our Louisville, Kentucky, office, Ryan joined our Brenham, Texas, office in 2018 as Discipline Coordinator for the Municipal, Stormwater, and Transportation Groups. Ryan now serves as our Director of Operations for the Brenham office and is responsible for overseeing the group's efforts on a wide variety of municipal projects ranging from small utility extensions to large transportation projects. Prior to September 2018, Ryan served in a similar Discipline Coordinator role in our firm's Louisville office.

Ryan currently serves as the City's primary contact for all ongoing City projects, which illustrates his vast municipal knowledge and commitment to serving the City of Richwood.

Ryan's water, wastewater, and drainage experience includes more than 200 miles of water mains, gravity storm and sanitary sewers, and force mains, ranging from 3- to 42-inches in diameter; water wells; wastewater treatment plant rehabilitations; large pumping stations (water and wastewater pumping up to 20 MGD, flood pumping up to 1.2 billion gallons per day); ground and elevated storage tanks ranging from 300,000 to 3 million gallons in capacity; detention ponds; and water, wastewater, natural gas, and stormwater master plans. His experience also includes several years at the U.S. Army Corps of Engineers, where he worked on a variety of military and civil works projects.

Ryan is well known to the City of Richwood and is the Project Manager for the ongoing North Water Plant project, Stormwater Management Master Plan, and 2020 CDBG-DR GLO Sanitary Sewer Improvements. Ryan also assisted staff on the 2020 Street Improvements, Yaupon Drive Sidewalk and Pedestrian Bridge, and the Stormwater Master Plan Phase 1 and 2 projects. Ryan's overall experience in the city and his understanding of these projects will be invaluable to the success of this project.

Some examples of Ryan's relevant project experience include the City of Sealy's Downtown Water Main Replacements, Downtown Well and Raw Water Main, and North Water Plan; the City of Richwood's North Water Plant Water Well, Ground Storage Tank, Booster Pumping Station, and Water Main Extensions projects; and the Kentucky-American Water Company's Northern Division Connection and Woodlake Booster Station and Ground Storage Tank projects.

Overall Quality Control Engineer

Craig Kankel, P.E., will serve as the Overall Quality Control Engineer. Craig has delivered successful projects covering the entire spectrum of engineering services for municipal and industrial clients for 40 years. He has been responsible for utility plan development, design, and construction administration of emergency generators; roadway and drainage; sewer, water, and gas utilities; sewage treatment plants; pumping stations; water wells; water filtration; and water tank projects. His experience also includes preparing environmental information documents and assessments, presenting at public meetings, and coordinating with multiple public and private agencies. Craig gives overriding consideration to project budgets and schedules and to meeting federal and state requirements.

Craig has delivered successful projects for municipal and industrial clients for 40 years.

Craig's expansive knowledge of project designs, specifications, cost estimates, and construction services provides an independent professional reviewer for our projects. As the QC Engineer for many of our large projects, he plays an important role in helping us meet our goal of accurate, complete, and fully coordinated project deliverables.

Electrical Quality Control Engineer

Shane P. Zenz, Senior Associate, has 32 years of experience, all at our firm, and is involved with QC reviews for most of our electrical and emergency generator projects. Shane is a licensed Professional Engineer in Arizona, Iowa, Michigan, Ohio, Tennessee, West Virginia, and Wisconsin. His experience includes electrical power distribution, instrumentation, SCADA, and control system design for water facilities, WWTP facilities, and industrial facilities. Shane's broad range of experience includes everything from initial project concepts and preliminary design to preparing final drawings and specifications. His facility experience includes design and specification of electrical power distribution systems from 69kV alternating current (kVAC) to 120VAC, emergency and standby power systems, grounding systems, voice/data systems, paging systems, security systems, indoor lighting, and parking lot lighting.

Shane has 32 years of experience in electrical and controls system engineering.

Project Engineers

Kelly M. Hajek, P.E., has 17 years of experience and serves as the Discipline Coordinator for Water and Wastewater groups in the Brenham office. Kelly has performed application preparation assistance, project management, engineering design, preparation of estimates, construction inspection, and construction contract administration for numerous projects. Kelly is also a TxCDBG Certified Administrator.

Kelly has successfully completed many water supply and generator projects, including federally funded projects.

Kelly has performed project management and engineering design for numerous water distribution, supply, and storage projects, including those financed with federal funds. In addition, she has performed engineering design for sanitary sewer systems, drainage systems, sidewalk projects, and commercial and educational land development.

Kelly has experience working with many governmental agencies, including cities, counties, the Texas Department of Transportation (TxDOT), the Texas General Land Office (GLO), and the Texas Commission on Environmental Quality (TCEQ). Kelly has completed many generator projects, including the ongoing City of Sealy GLO Generator, Round Top Water Plant Generator for the West End Water Supply Corporation; the Hurricane Ike Disaster Recovery Round 2.2 Generator at Water Pumping Station for the City of Brazoria; and the Hurricane Ike Disaster Recovery Generator Improvements, Round I, Phase II for the City of Splendora, among others.

Kelly's water supply experience includes the City of Dayton's Rosewood Booster Pumping Station and Water Well, and Tram Road Booster Pumping Station and Water Well Rehabilitation projects; the City of Sealy's Ward Bend Ground Storage Tank Rehabilitation project; the City of Snook's 2019 TxCDBG New Ground Storage Tank and Generator; the City of Daisetta's TxCDBG Tank Rehabilitation project; the City of Brenham's TxCDBG Church Street Elevated Storage Tank Rehabilitation project; and the City of Sweeny's New Peach Street Ground Storage Tank and Peach Street Elevated Storage Tank, and Ground Storage Tank Rehabilitation project.

Hollie A. Janecka, P.E., has 5 years of engineering design experience, including working with AutoCAD Civil 3-D, Water GEMS, StormCAD, SewerCAD, and GIS software to create construction drawings. She also has experience with commercial and residential land development projects involving designing storm sewers, water mains, roadways, and site layout and grading. Hollie has experience working with many governmental agencies, including GLO, FEMA, and CDBG.

Hollie has managed and designed many generator and water supply projects, including federally funded projects.

Hollie has completed project management and engineering design for many federally funded projects. Her recent generator projects include the Round Top Water Plant Generator for West End Water Supply Corporation, a new on-site generator for the Sealy WWTP expansion project, the City of Snook wastewater treatment plant (including generator), and the City of Cleveland 2017 GLO CDBG-DR Hurricane Harvey-Water Plant No. 3 Generator.

Hollie's water supply experience includes design- and construction-phase services for rehabilitating and recoating the TxCDBG Church Street elevated storage tank in Brenham. She also provided similar services for an elevated tank rehabilitation project for the Tarkington Special Utility District. Hollie recently completed the Wolters Avenue elevated storage tank rehabilitation project for the City of Schulenburg and is working on the design to replace a ground storage tank in the same location. Also, Hollie is working with the South Cleveland Water Supply Corporation and the City of Daisetta to obtain financing from Texas funding agencies to design new water wells.

Mary E. Seehafer, P.E., has been with our firm for 9 years and is a registered Professional Engineer in Texas. Mary has extensive experience with electrical design. She has designed power distribution and control systems for both large and small wastewater and water applications from remote lift stations to well houses to treatment plants. Mary's design experience includes standby power systems, PLC-based control systems using industrial Ethernet networks, remote telemetry (radio and cellular), communication systems (voice and data), and developing control algorithms and SCADA system HMI graphics for both new and existing systems. Mary's experience also includes electrical design of new facilities, upgrading and adding to existing facilities, power monitoring for harmonics and related electrical problems, and analyzing building electrical systems with respect to applicable codes.

Mary has 9 years of electrical design experience.

Mary's experience includes the North Water Plant, Richwood, Texas; 2020 GLO Generator Addition, Sealy, Texas; Sweeny WWTP Generator Addition and Electrical Improvements, Sweeny, Texas; Magnolia WWTP construction phase, Magnolia, Texas; Snook WWTP construction phase, Snook, Texas; Wilbarger Airport Electrical Improvements, Wilbarger County, Texas; Hangar Addition at Van Zandt Regional Airport, Wills Point, Texas; and 2019 TxCDBG TCF 12th Street Sidewalk Lighting, Hempstead, Texas.

Keith R. Behrend, P.E., has 17 years of experience in structural design and is a registered Professional Engineer in Texas. Keith provides extensive experience with Load and Resistance Factor Design (LRFD), including site layout and design of highway structures, such as box culverts, single- and multi-span concrete slab and prestressed girder structures, pedestrian bridges, retaining walls, and sign structures. Keith has prepared preliminary and final plans, including structure survey reports, design study reports, special provisions, quantity calculations, and cost estimates. He has worked on structures for city streets, town roads, county highways, and state and interstate highway systems, including 11 recent bridges along US 41 in Wisconsin.

Keith has played a role in every phase of structure design at our firm.

Keith's experience includes the North Water Plant and South Yaupon Sidewalk and Pedestrian Bridge in Richwood; Ralston Creek Lift Station, Munz Lift Station, and Baker Katz Sanitary Sewer Improvements in Brenham; Front Street Drainage Improvements in Sealy; and the WWTP Expansion and Unity Park Drainage Improvements in Magnolia, among others. Keith has designed numerous single- and multi-cell box culverts, including cast-in-place, precast box, and precast three-sided arch structures in Texas, Wisconsin, and Ohio. He recently designed more than 8,000 feet of precast and cast-in-place box culverts and three-sided arches for a complex municipal project for the Metropolitan Sewer District of Greater Cincinnati, Ohio. This project involved strategic sewer separation to mitigate discharges from its largest combined sewer overflow.

Project Designer and Resident Project Representative (RPR)

Morgan E. Ruiz, E.I.T., will serve as a Project Designer and as our Resident Project Representative (RPR). Morgan joined our firm in 2019 and has experience designing new water wells, ground storage tanks, booster pumping stations, waterline improvements, generators, and sanitary sewer collection projects. Other experience includes elevated storage tank analysis and calculating when water system improvements are needed to stay in TCEQ compliance based on future expected development. She also has experience working on TxCDBG and GLO funded projects.

Morgan has water supply experience, as well as performing RPR services. She has also played an active role on all our projects with the City of Richwood since joining our team.

Morgan's experience with the City of Richwood includes the ongoing North Water Plant, Walnut Drive Water Improvements, Magnolia Lane Sanitary Sewer Replacement, and GLO pipe bursting projects.

Morgan's recent water supply projects include the 2019 TxCDBG new ground storage tank and generator for the City of Snook, Downtown Water Well for the City of Sealy,and waterline improvements for the City of Sweeny.

Morgan has also performed RPR services on many projects. As RPR, she is responsible for observing construction work to ensure compliance with the drawings and specifications, serving as liaison between the engineer and contractor, reviewing monthly pay requests, observing mandrel and leakage testing of sewer lines, and observing hydrostatic testing of water lines.

Environmental Specialist (As Needed)

Luke T. Hellermann, P.G., is a Professional Geologist with 31 years of experience in environmental investigation, documentation, and permit preparation. Luke has completed National Environmental Policy Act (NEPA) documentation for projects of all types ranging from Categorical Exclusions (CE) to Environmental Impact Statements (EIS). Luke is very comfortable navigating the NEPA process and coordinating with necessary federal and state agencies to obtain permits. He has completed impact analyses related to effects on historic properties (Section 106 process), primary environmental effects, noise and air impacts, and hazardous materials impacts, as well as effects on the natural environment.

Luke has 31 years of environmental document preparation experience.

We understand the grant consultant will perform the necessary environmental services for the City's project. Luke will be available as an additional resource, as needed.

Lead Surveyor

Robert C. Schmidt, P.E., RPLS, has 43 years of experience and is a registered Professional Engineer and Professional Land Surveyor in Texas. Bob's expertise includes plan development, design, and construction supervision of emergency generators, drainage improvements, large diameter storm sewers, paving, pumping stations, water storage facilities, water transmission lines, water wells, water supply and distribution mains, sanitary sewage collection systems, lift stations, force mains, sewage treatment plants, and gas distribution facilities.

Bob brings 43 years of surveying expertise to our team.

In Bob's role as Lead Surveyor for this project, he will work with Christian Fridye to provide comprehensive surveys and, if easements are needed, to make sure those are accurate and complete.

Bob's experience also includes preparing environmental information documents/assessments, presenting at public meetings, and coordinating with public and private agencies such as city and county governments, Texas Department of Licensing and Regulation, Flood Control Districts, TxDOT, FAA, USACOE, USEPA, TWDB, TCEQ, Texas Historical Commission, Texas Parks and Wildlife, and FEMA.

Survey Crew Chief

Christian Fridye has 11 years of survey experience. He specializes in field surveys, civil surveys, sewer evaluations and inspections, and construction observation services. Christian has provided boundary survey services, courthouse deed research, field surveys, ALTA surveys, oil field unit development, and lease surveys. His topographic survey experience includes sonar and depth sounding of fracking ponds for Laredo Energy, as well as topographic surveys for clients located in Richwood, Brenham, Cleveland, Dallas, Dayton, Schulenburg, Sealy, and Tarkington Special Utility District, Texas.

Christian has 11 years of surveying experience.

Christian also has knowledge of and experience with TxDOT permits, roads and streets, ROW and easement acquisitions, pipeline surveys, drainage improvements, parks, trails, and construction staking.

Successful Relationship with Potential Subconsultants Supports Ability to Meet City's Project Schedule

Though our firm provides a wide variety of services, we do work with specialty subconsultants, as needed. For the City's project, we would be open to working with subconsultants selected by the City, anticipating that the City would hire such specialty subconsultants directly. Should the City prefer having all specialty consultants working through us, we propose utilizing the following firms. We have successfully completed many projects with both firms.

Geotechnical Investigations

Terracon Consultants, Inc. (Terracon) is a multidisciplinary firm with expertise in geotechnical, construction inspection, materials testing and engineering, mining, and geologic and hydrogeologic engineering. Terracon's success as a responsive, resourceful, and reliable firm led it to achieve a ranking of 24 in *Engineering News Record*'s (*ENR*'s) 2021 listing of the Top 500 Design Firms. Terracon is a nationwide firm, but has multiple offices located in Texas. Terracon will assist us with any needed geotechnical services.

Archaeological Studies

Cultural Resource Analysts, Inc. (CRA), is recognized as one of the most respected full-service cultural resource consulting firms in the United States. Headquartered in Lexington, Kentucky, CRA has offices located throughout the country. A Certified Small Business, CRA's mission is to meet client needs in delivering appropriate, high-quality, cost-effective consulting services in the study of archaeology and the historic-built environment.

Integrated, Corporate-Wide Scheduling Program Proves Availability of Staff

We understand the City desires a consultant whose team has ample availability to complete its project efficiently and effectively. Because we have a customized, integrated staff scheduling program for all our employees, we can provide demonstrable proof that our team will be able to complete the City's project.

Statement of Availability

The personnel on the proposed project team have time available in their schedules to assist the City. If awarded the contract and once a project is fully defined, we will input project hours into our scheduling program to dedicate the time necessary to the schedules of each project team member. Once assigned, the personnel on the project will not change.

About Our Scheduling Program

Our customized staff scheduling program helps determine staff availability relative to project deadlines. The program contains all currently scheduled hours for all employees up to 2 years from the present date. Project Managers can run reports to determine how many total hours are scheduled for a staff member and which projects they are assigned to in any given month. This program is also integrated with our accounting system to facilitate billing.

Our customized, integrated staff scheduling program gives us up-to-date status reports on the schedule of every staff member.

At the start of every project, the Project Manager enters the associated hours assigned for each staff member each month. All projects in the scheduling program are updated monthly and staff availability is reviewed at that time to distribute workload appropriately among employees. We can then confirm that ample time is available for staff to meet project deadlines.

By utilizing our integrated scheduling program to project current staff workload and upcoming project deadlines, we can determine if completing tasks or meeting deadlines for any specific project may become an issue. We can then reallocate internal efforts and resources, as necessary, before a problem develops.

Team's percentage of availability leads to responsive service.

We are confident the availability of our team is more than sufficient to meet the City's project schedule, as substantiated by the graph.

Resumes

Project Manager

Ryan Tinsley, P.E., ENV SP

Quality Control Engineers

Craig Kankel, P.E. – Overall
Shane P. Zenz, P.E., Senior Associate – Electrical

Project Engineers

Kelly M. Hajek, P.E.
Hollie A. Janecka, P.E.
Mary E. Seehafer, P.E.
Keith Behrend, P.E., S.E.

Project Designer and Resident Project Representative (RPR)

Morgan E. Ruiz, E.I.T.

Environmental Specialist (As Needed)

Luke T. Hellermann, P.G.

Lead Surveyor

Robert C. Schmidt, P.E., RPLS

Survey Crew Chief

Christian Fridye

Ryan D. Tinsley, P.E., ENV SP

AREAS OF EXPERTISE

- Water Conveyance and Production
- Wastewater Collection and Treatment
- Flood Pumping and Protection
- Roadway, Streetscape and Trails
- Bridge and Culvert Replacements
- Land Acquisition

PROFESSIONAL EXPERIENCE

Ryan is the Discipline Coordinator of our Brenham office's Municipal, Stormwater, and Transportation Group. Ryan is responsible for overseeing the group's efforts on a wide variety of municipal projects, ranging from small utility replacements to large transportation projects. Prior to September 2018, Ryan served in a similar capacity in our firm's Louisville, Kentucky, office.

Water Conveyance and Production experience includes more than 150 miles of water lines and transmission mains up to 42 inches in diameter, booster pumping stations up to 30 MGD, water storage tanks up to 3 MGD, and groundwater wells.

- **Water Master Plans, Capital Improvement Plans, and Preliminary Engineering Studies, Texas** – Project Manager for plans prepared for the Cities of Hearne, Richwood, and Splendora, and Quality Control Engineer for plans prepared for the City of Magnolia and the South Cleveland Water Supply Corporation.
- **North Water Plant, City of Richwood, Texas** – Project Manager for the construction of a 450 GPM water well, a 350,000-gallon ground storage tank, a 1,500 GPM booster pumping station, and 5,980 LF or 12-, 8-, and 6-inch water main extensions to improve both water supply and water pressures within the northern parts of the City's water distribution system, including the Oakwood Shores Subdivision.
- **Woodlake 20 MGD Booster Pumping Station and 3 MG Storage Tank, Kentucky-American Water, Kentucky –** Design Engineer, Acquisition Agent, and Resident Project Representative (RPR) on this $8.7M construction project. Key aspects included an 8,250 SF building, three vertical turbine pumps (totaling 3,000 HP), electrical switchgear, a 2.25 MW backup generator, a 3 MGD prestressed concrete storage tank, and 32 miles of 42-inch water transmission main extending across Owen, Franklin, Scott, Woodford, and Fayette Counties.
- **Sunrise Water Transmission Main Rehabilitation and Booster Pumping Station Replacement, City of Portsmouth, Ohio** – Project Manager for this project to rehabilitate 5,240 LF of 30-inch cast iron main that is nearly 100 years old. The existing transmission main conveys potable water from the Portsmouth Water Treatment Plant to the 20.75 MGD Sunrise Reservoir. The project slip-lined the cast iron main with 3,950 LF of 24-inch HDPE pipe with the remaining sections replaced with 24-inch ductile iron pipe. The project also included a bid alternate to replace the existing Sunrise Booster Pumping Station with a prepackaged station.
- **FY2019 Water Main Replacements, City of Brenham, Texas –** Project manager for the installation of 11,365 LF of 8-, 6-, and 4-inch water main to upsize and replace the City's aging cast iron and asbestos cement water mains. Replacements were primarily located under streets in downtown Brenham and throughout Blinn College.
- **Water Line Extension to County Road and Bridge Building, City of Brenham, Texas –** Project Manager for the installation of 2,800 LF of 12-inch water main and 700 LF of 14-inch HDPE (horizontally directionally drilled) to extend water service to the new Washington County Road and Bridge Building north of Brenham on Highway 36.

YEARS OF EXPERIENCE

19

YEARS WITH FIRM

16

EDUCATION

M. Eng. Civil Engineering – Structural Emphasis, University of Louisville, Kentucky, 2005

B.S. Civil Engineering – University of Louisville, Kentucky, 2004

REGISTRATION

Professional Engineer in Kentucky and Texas

CERTIFICATIONS

Envision Sustainability Professional

Grade & Drain, Level 1

ACI Concrete Field-Testing Technician, Grade 1

KYTC Highway Structural Inspector, Level 1

Ryan D. Tinsley, P.E., ENV SP

- **Downtown Water Main Replacement, City of Sealy, Texas** – Project Manager for the installation of 11,360 LF of 12-, 8-, 6-, and 4-inch water main to upsize and replace the City's aging water mains on Main Street, Silliman Street, and Fowlkes Street. Replacements also included bores under three railroads and two highways.
- **Northern Division Connection, Phases 1, 2 and 3, Kentucky-American Water, Kentucky** – Project Manager and Lead Design Engineer for a $14M project to construct 84,100 LF of 16-inch water transmission main, 20,300 LF of 6-inch water main extensions, a 2 MGD pre-packaged booster pumping station, a 600,000-gallon elevated water storage tank with mixing system, a 300,000-gallon elevated water storage tank with an altitude valve, and four pressure reducing valves.

Wastewater Collection and Treatment experience includes more than 50 miles of gravity sewers and force mains up to 30 inches in diameter, sanitary pumping stations up to 20 MGD, and wastewater treatment plant upgrades.

- **Baker Katz Development Sanitary Sewer Improvements, City of Brenham, Texas** – Project Manager for a $1.1 M project to construct 6,900 LF of 12-inch, 10-inch, and 8-inch gravity sanitary sewer, 2,720 LF of 6-inch force main, 23 manholes, three aerial creek crossings, a new 380 gpm lift station with a wet well sized for a 900-gpm ultimate flow and an emergency generator, and the decommissioning of an existing lift station. The project was constructed across a City-owned park property to serve a proposed commercial development, future residential development, and the Brenham State Supported Living Center.
- **Nolin River Watershed Sewer Infrastructure, Hardin County Water District No. 2, Kentucky –** Construction Services Coordinator for this project to sewer the Nolin River Watershed, including the historic Town of Glendale and a planned 1,550-acre industrial development park. The project installed nearly 140,000 LF of gravity sewers and force mains, four regional pumping stations, 16 stream crossings, two railroad bores, and 30 road crossings (including a bore under I-65) to convey flows to a regional wastewater treatment plant just south of Elizabethtown.
- **Jeffersontown Force Main, Louisville-Jefferson County Metropolitan Sewer District, Kentucky** – Project Manager and lead design engineer for a $6M project that consisted of 27,000-linear feet of 24-inch force main, 14 combination air valve assemblies, three state highway bores, one railroad bore, and 52 easements. The force main was designed through heavily developed residential and commercial areas.

Flood Pumping and Protection experience includes planning and construction-related services for flood pumping stations ranging from 51 to 4,155 MGD in pumping capacity for the Louisville Metropolitan Sewer District.

- **20-Year Comprehensive Facilities Plan, Louisville-Jefferson County Metropolitan Sewer District, Kentucky** – Technical lead and writer for the flood protection volume of the plan, evaluating each of MSD's 16 flood pumping stations for needed reliability, capacity, and electrical redundancy improvements. The evaluation considered current level of service, rainfall atlas updates, level of development, increased frequency of extreme storms, and secondary power alternatives. The evaluation recommended 34 projects and annual allocations totaling over $466M to improve the reliability and capacity of MSD's flood pumping stations, floodwalls, and levees.

AWARDS AND HONORS

- American Society of Civil Engineers
  - Distinguished Service Award, 2019
  - National E-Week Volunteer, 2018
  - KY Young Engineer of the Year, 2014
  - KY Young Engineer of the Year, 2012

Craig Kankel, P.E.

AREAS OF EXPERTISE

- Planning and Design of Water Distribution Systems and Storage
- Planning and Design of Wastewater Treatment Plants and Expansions
- Wastewater Distribution System Evaluation and Rehabilitation
- Construction Management
- Project Management
- Agency Coordination

PROFESSIONAL EXPERIENCE

Craig has devoted 40 years to helping clients across Texas. He has performed a wide range of engineering tasks, including developing plans and designs, and providing construction administration services for utilities, streets and drainage in residential and commercial developments, water, sewer and gas utilities, sewage treatment plants, and pumping stations.

His design experience includes underground utilities and storm sewer projects requiring knowledge of water, sewer, natural gas, and storm sewer construction. His experience also includes preparation of environmental information documents and assessments, presentation at public meetings, and coordination with public and private agencies.

Project Experience (Partial List):

- **Hurricane Ike Disaster Recovery Generator Improvements Round I, Phase II – City of Magnolia, Texas** – Project Manager for design- and construction-phase services for five diesel generator units with weatherproof enclosure, automatic transfer switch, wiring conduit, controls, concrete foundation, and all incidental improvements.
- **Wastewater Treatment Plant, Kelly Street, Cloyd Street, and Magnolia West High School Lift Station Generator Improvements, City of Magnolia, Texas –** Project Manager for four standby generator systems with diesel generators, including weatherproof enclosure, automatic transfer switch, wiring, conduit, controls, concrete foundation and all incidentals. Coordinated with an electrical engineer for the electrical design. This project is a disaster recovery project in response to Hurricanes Ike and Dolly.
- **Lift Station No. 2 and 3 Generators, City of Hillcrest Village, Texas –** Project Manager for two diesel powered standby generators with weather/soundproof enclosures, automatic transfer switches, main disconnects, concrete foundation, pre-engineered access platforms, wiring, conduit, controls and all incidentals. The electrical design was performed by an electrical engineer. This project is a disaster recovery project in response to Hurricanes Ike and Dolly.
- **WWTP, and Lift Station No. 1 Generators, City of Hillcrest Village, Texas –** Project Manager for two diesel powered standby generators with weather/ soundproof enclosures, automatic transfer switches, main disconnects, concrete foundation, wiring, conduit, controls and all incidentals. Coordinated with an electrical engineer for the electrical design. This project is a disaster recovery project in response to Hurricanes Ike and Dolly.
- **Hurricane Ike Disaster Recovery Water Plant Generator, City of Sweeny, Texas –** Project Manager for a standby natural gas generator system with weatherproof/sound reduction enclosure, automatic transfer switch, main breaker, wiring, conduit, controls, concrete foundation and all incidentals. The electrical design was performed by an electrical engineer.
- **Hurricane Ike Disaster Recovery Water Wells No. 3 and No. 4 Generators, City of Sweeny, Texas –** Project Manager for two standby natural gas generator units with weather/soundproof enclosure, automatic transfer switch, main service disconnect, wiring, conduit, controls, concrete foundation and all incidentals. Coordinated with an electrical engineer for the electrical design.
- **Disaster Recovery Generator Improvements Round 2.2 – City of Sweeny, Texas** – Project Manager for design- and construction-phase services for the installation of an automatic transfer switch, electrical equipment, foundation, three standby generators, related electrical raceways and wiring, and fencing.

YEARS OF EXPERIENCE

40

YEARS WITH FIRM

40

EDUCATION

B.S. Civil Engineering – Texas A&M University, 1981

REGISTRATION

Professional Engineer in Texas

Craig Kankel, P.E.

- **Hurricane Disaster Recovery Round 2.2 – Generator Improvements at Austin Street and Southeast Lift Stations, City of Dayton, Texas –** Project Manager for the design of two standby generators with diesel fueled drive engines, automatic transfer switches, wiring, conduit, controls, and controls/electrical rack modifications.
- **Disaster Recovery Generator Improvements Round 2.2 – City of Daisetta, Texas** – Project Manager for design- and construction-phase services for the installation of three standby generators, a generator with sound attenuated enclosures, foundation, electrical equipment, related electrical raceways and wiring, an automatic transfer switch, and fencing. This was a GLO-funded project.
- **2012 Monseratte Street Water Plant and Wastewater Treatment Plant Generator Project, City of El Campo, Texas –** Project Manager of two diesel fueled generator units. One generator served the WWTP and the second generator served the Monseratte Street water pumping station. Work included automatic transfer switch, foundation, electrical platforms to raise equipment above flood plain, wiring and controls.
- **2010 TxCDBG Project Generators for Russell Well and Plant – Leon County, Texas –**Project Manager of two propane fueled generators to serve a water well and a service pumping station.
- **City of Sweeny, Texas** – Project Manager of three standby natural gas fueled generators, transfer switches, and related electrical for three existing wastewater lift stations.
- **Disaster Recovery Generator Improvements Round 2.2 – City of Hardin, Texas** – Project Manager for the design of a generator and concrete foundation, an automatic transfer switch, and related electrical work. This was a GLO-funded project.

Federally Funded Project Experience (Partial List):

- **TxCDBG Sanitary Sewer Rehabilitation Program, City of Liberty, Texas** – Project Manager for the design and construction of 4,150 feet of 6-inch HDPE gravity sanitary sewer lines by pipe bursting and all related appurtenances. Project was partially funded through a Texas Community Development Block Grant program and required coordination with the grant agency and grant consultant.
- **2013 TxCDBG System-wide SCADA and Selected Pumping Stations Improvements Project – City of Sealy, Texas** – Project Manager for design- and construction-phase services for SCADA system for the water system, plus local controls at each water pump station. Project included electrical equipment, wiring and conduit, three new booster pumps and related piping, yard piping, connections to existing ground storage tank, building renovations, and construction of a new chlorination building.
- **2012 TxCDBG Water Booster Pump Replacement Project – City of Daisetta, Texas** – Project Manager for design- and construction-phase services for the removal of three booster pumps (two with motors), and concrete pads, and the installation of three booster pumps with motors on concrete pads, and electrical wiring and conduits, from the existing motor starters to the new pump motors, including motor-winding heater wiring from the existing 120/240v single-phase breaker panel.
- **2012 TxCDBG Water Well Rehabilitation Project – City of Daisetta, Texas** – Project Manager for design- and construction-phase services for the installation of a new submersible pump and motor, new wiring in the well, new airline in the well, wire line lowering tubing in the well as detailed, and existing 4-inch pump column with one new additional 21-foot joint of 4-inch galvanized steel pump column for two wells.

PROFESSIONAL AFFILIATIONS

- National Society of Professional Engineers
- Texas Society of Professional Engineers
  - Past President – Brazos Chapter
- Professional Engineers in Private Practice

Shane P. Zenz, P.E.
Senior Associate

AREAS OF EXPERTISE

- Electrical Power Distribution (15 KV and Below)
- Energy Analysis and Review
- Medium and Low voltage Standby Power Systems
- Security and Access Control Systems
- SCADA Systems
- Fire Alarm Systems

PROFESSIONAL EXPERIENCE

Municipal Electrical System experience includes design of water and wastewater system power distribution and standby emergency power systems, process instrumentation and controls including PLC-based control systems using industrial Ethernet networks, remote (radio, broadband, and cellular) and on-site (fiber-optic) telemetry, communication systems (voice and data), video surveillance, access control and security, and fire alarm systems, energy evaluations for existing facilities, electrical cogeneration facilities (biogas generators and microturbines), and NFPA-820 hazardous location reviews.

Wastewater System Control Design experience includes controls for influent wet-well pumps, screening and grit removal equipment, aeration basins (traditional and pure oxygen systems), sludge digesters, RAS and WAS pumping, solids processing (gravity belt thickeners, centrifuges, rotary drum thickeners, DAFT), and groundwater and surface water treatment facilities. Groundwater systems include well and booster pump controls and chemical addition controls. Surface water treatment facilities include conventional filtration, softening equipment, and new treatment methods such as membrane microfiltration. Control systems are set up to maximize energy efficiency through features such as electrical off-peak pumping, VFD operation based on process control parameters, and time-of-day control of building HVAC systems and lighting.

Industrial Electrical System experience includes design of new facilities, upgrade of existing facilities, planning of plant expansions, power monitoring for harmonics and related electrical problems, and analysis of building electrical system with respect to applicable codes. Power distribution projects include complete 12.47 KV distribution upgrades, complete plant layout, and process power services.

Process and system control experience includes PLC controls, lighting evaluations, electrical component life cycle analysis, telecommunication infrastructure, fire alarm systems, access control, security systems, video surveillance/public address systems.

Select Projects involved a combination of electrical power distribution design, standby power system design, as well as design of instrumentation and controls for each associated SCADA system. Many of these projects involved interfacing with existing processes and instrumentation as part of the new SCADA systems.

- **Water Treatment Plants**
  - Parkersburg Utility Board, West Virginia
  - City of Athens, Ohio
- **Water Utilities**
  - City of West Bend, Wisconsin
  - Town of Brookfield, Wisconsin
  - City of Onalaska, Wisconsin
  - City of Fond du Lac, Wisconsin
- **Wastewater Pollution Control Plants**
  - City of Dubuque, Iowa
  - City of Cedar Rapids, Iowa
  - Kankakee River Metropolitan Agency, Illinois
  - Parkersburg Utility Board, West Virginia
  - City of Fond du Lac, Wisconsin

YEARS OF EXPERIENCE
32

YEARS WITH FIRM
32

EDUCATION
B.S. Electrical Engineering – University of Wisconsin-Platteville, 1989

REGISTRATION
Professional Engineer in Wisconsin, Iowa, Ohio, West Virginia, Arizona, Tennessee, and Michigan

Kelly M. Hajek, P.E.

AREAS OF EXPERTISE

- Federally Funded Projects
- Water Storage Tanks
- Streetscape Engineering
- Drainage Design
- Utility Relocation Coordination
- Construction Management

PROFESSIONAL EXPERIENCE

Kelly joined O'Malley Engineers (now Strand Associates, Inc.®) in October 2006. O'Malley Engineers was acquired by Strand Associates, Inc.® in 2015.

Kelly has performed deed research, construction observation, drafting, estimating, and engineering design. She works on projects throughout all phases of work, including bid, design, construction management, and project management. Kelly has performed engineering design for water distribution, sanitary sewer collection, paving and drainage and commercial and educational land development projects.

Her current duties consist of engineering design, construction management, and project management. Kelly has worked with many governmental agencies, including Cities, Counties, the Texas General Land Office (GLO), TxDOT, and the TCEQ.

Water Supply Project Experience (Partial List):

- **Tram Road Booster Pumping Station – City of Dayton, Texas** – Design-phase services for a booster pumping station, including a new ground storage tank, and rehabilitating the existing water well. Project design is complete, but the City has put construction on hold.
- **Rosewood Booster Pumping Station and Water Well – City of Dayton, Texas** – Construction-phase services for the constructing a new booster pumping station and a new water well.

Generator Project Experience (Partial List):

- **Round Top Water Plant Generator-West End Water Supply Corporation, Texas** – Project management for designing and constructing a standby propane engine generator, including sound attenuating enclosure, automatic transfer switch, wiring, conduit, controls, concrete foundation, and all incidentals.
- **Hurricane Ike Disaster Recovery Round 2.2 Generator at Water Pumping Station – City of Brazoria, Texas** – Design and construction management for a standby natural gas driven generator to power the water pump station. Project included weatherproof enclosure, automatic transfer switch, concrete slab, wiring, conduit, controls, chain link fence improvements, and all incidentals. The electrical design was performed by an electrical engineer under Kelly's direction.
- **Lift Station No. 2 and 3 Generators – City of Hillcrest Village, Texas** – Design and construction management for two diesel powered standby generators with weather/soundproof enclosures, automatic transfer switches, main disconnects, concrete foundation, pre-engineered access platforms, wiring, conduit, controls, and all incidentals. Electrical design was performed by an electrical engineer. This project is a disaster recovery project in response to Hurricanes Ike and Dolly.
- **Hurricane Ike Disaster Recovery Water Wells No. 3 and No. 4 Generators – City of Sweeny, Texas** – Design and construction management for two standby natural gas generator units with weather/ soundproof enclosure, automatic transfer switch, main service disconnect, wiring, conduit, controls, concrete foundation, and all incidentals. Coordinated with an electrical engineer for electrical design.
- **Hurricane Ike Disaster Recovery Generator Improvements, Round I, Phase II, City of Splendora, Texas** – Design and construction management for four natural gas fueled standby generators with weatherproof enclosures, automatic transfer switches, wiring, conduit, controls, concrete foundation, pre-engineered generator support structure, chain link fence and all incidentals.

YEARS OF EXPERIENCE

17

YEARS WITH FIRM

14

EDUCATION

B.S. Civil Engineering – Texas A&M University, 2004

REGISTRATION

Professional Engineer in Texas

TxCDBG Certified Administrator

Kelly M. Hajek, P.E.

Water Storage Tank Project Experience (Partial List):

- **Ward Bend Ground Storage Tank Rehabilitation – City of Sealy, Texas** – Design and construction phase management for rehabilitating one welded steel ground water storage tank. Rehabilitation consisted of interior and exterior recoating a 200,000-gallon ground water storage tank and miscellaneous repairs.
- **2019 TxCDBG Water Improvements – City of Snook, Texas –** Project Manager for the design and construction management of a 53,000-gallon ground storage tank. This project enabled an outdated storage tank to be removed and disposed of and a liquid propane generator to be installed as a backup power source.
- **TxCDBG Tank Rehab Project – City of Daisetta, Texas** – Project Manager for rehabilitating an elevated water storage tank and bolted galvanized steel ground water storage tank. The project consisted of miscellaneous structural repairs and interior and exterior recoating the elevated tank. The interior of the ground storage tank is to be coated with a 100 percent solids elastomeric polyurethane coating system.
- **TxCDBG Church Street Elevated Storage Tank Rehabilitation – City of Brenham, Texas** – Project Manager for removing and replacing the existing interior and exterior coating systems on the 300,000-gallon tank. The project included several miscellaneous structural repairs and is located within 500 feet of public areas and residences; therefore, controlling sandblasting emissions was required.
- **New Peach Street Ground Storage Tank – City of Sweeny –** Design and construction management for dismantling and removing an existing 426,000-gallon bolted galvanized steel ground water storage tank and constructing a new 426,000-gallon bolted galvanized steel ground storage tank, utilizing the existing concrete ring wall portion of the foundation.

Lift Station Experience (Partial List):

- **Sika Lift Station and Sanitary Sewer – City of Sealy, Texas** – Project Manager for the plan development, design, bid, and construction-phase services for installing approximately 1,500 feet of gravity sewer, a 320-gpm lift station, and approximately 2 miles of force main sewer.
- **2017 Storm Damage Repair Projects Munz Lift Station – City of Brenham, Texas** – The proposed scope of work for this project was to replace the existing lift station with a new station, including new pumps. This new station was placed three feet above the existing floodplain elevation and moved away from the creek. Work also included installing two new manholes and replacing the existing 4-inch force main with a 6-inch to serve future development. The 6-inch force main was installed by directional bore.
- **FM 1459 – Phase II– City of Sweeny, Texas** – Project Engineer for design and construction phase services for a 12-inch gravity sanitary sewer line, 2-inch force main, and a 25 GPM sanitary sewer lift station. The project included new services, a force main tie-in to an existing gravity sanitary sewer, and related appurtenances.

Drainage Experience (Partial List):

- **2020 GLO CDBG-DR Front Street and Alleyway Drainage Improvements – City of Sealy, Texas** – Performed construction administration for rehabilitating the existing drainage channel located within an easement between properties. The project consists of concrete lining approximately 3,000 feet of existing alley channel and regrading approximately 1,500 feet of earthen channel along Front Street. This project is currently under construction.
- **New Brenham Elementary School – Brenham ISD, Texas** – Design and construction phase services for a new elementary school site including site grading, storm drain design, and driveway culvert design along a TxDOT highway.

PROFESSIONAL AFFILIATION

- Texas Society of Professional Engineers
- Chi Epsilon (Civil Engineering Honor Society)
- Tau Beta Pi (Engineering Honor Society)
- Water Environment Association of Texas (WEAT)

Hollie A. Janecka, P.E.

AREAS OF EXPERTISE

- Utility Engineering
- Stormwater Analysis
- Land Development
- Federally Funded Projects
- Construction Management
- Water Storage Tanks

PROFESSIONAL EXPERIENCE

Hollie has performed various engineering tasks, including design services and administration services for utilities and drainage in residential and commercial development; design of water main, storm, and sanitary sewer; and site layout and grading. She has engineering design experience using AutoCAD Civil 3D, StormCAD, SewerCAD, and GIS software to create and modify construction drawings.

Hollie's land development project experience includes design of commercial and residential areas, including roadways, site layout and grading, water main, storm sewer, and sanitary sewer.

Generator Project Experience:

- **0.175 MGD Wastewater Treatment Plant – City of Snook, Texas** – Design- and construction-phase services for the WWTP expansion in response to a new development within the city. The new WWTP is an Aero-Mod package plant that includes blowers, pumps, and all ancillary equipment and appurtenances. As part of this project, we also designed a 250-gallon liquid propane powered generator for emergency backup purposes. This generator is powered by an automatic transfer switch if the plant loses electricity power.
- **2.0 MGD Wastewater Treatment Plant Expansion – City of Sealy, Texas** – Design of the WWTP expansion in response to growth within the city. The WWTP expansion included acquisition of neighboring property to enable construction of a new treatment facility without disturbing the existing site. The new WWTP is a dual train activated sludge system with a new influent pumping station and headworks with screening and grit removal, new high efficiency blowers, aerobic digestion, belt filter press dewatering, chlorine disinfection, a new control building, and a 750-kW diesel powered generator. The dual train design enables only half of the facility to be used until flows and loadings require use of the second treatment train.
- **2017 GLO CDBG-DR Hurricane Harvey-Water Plant No. 3 Generator – City of Cleveland, Texas** – Project consists of design and replacement of a diesel engine driven generator with weatherproof enclosure, automatic transfer switch, wiring conduit, controls, concrete foundation, and all related appurtenances for a fully operational system. The existing generator was damaged due to significant rainfalls during Hurricane Harvey.
- **Round Top Water Plant Generator – West End Supply Corporation, Texas** – Design- and construction-phase services for the installation of a 125-kW propane gas driven emergency generator with sound-attenuated enclosure, automatic transfer switch, wiring, conduit, controls, concrete foundation, and all related appurtenances for a fully-operational system.

Water Project Experience:

- **GLO CDBG-DR La Grange 14-inch Water Line – Fayette County, Texas –** Project consists of about a mile of new 14-inch water line travelling from an existing pumping station to an existing elevated storage tank that will tie-in water services, replace existing smaller lines, and provide adequate pressure and capacity for La Grange's water system. Flooding from Hurricane Harvey caused the water well along the route to go out of service and significantly diminished water service in La Grange. This project is currently under construction.

YEARS OF EXPERIENCE

5

YEARS WITH FIRM

5

EDUCATION

B.S. Civil Engineering
Texas A&M University, 2016

REGISTRATION

Professional Engineer in Texas

Hollie A. Janecka, P.E.

- **2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation – City of Brenham, Texas** – Design and construction-phase services for the rehabilitation and recoating of one 300,000-gallon elevated storage tank that contained a lead paint exterior. This project also included replacement of hatches and conduit to have a fully operational system.
- **Wolters Avenue Elevated Storage Tank Rehabilitation – City of Schulenburg, Texas** – Blast and recoating of an existing 300,000-gallon elevated storage tank. Project included replacement of riser pipe and the repair of vents, hatches, and access ladders. Coordination of new logo design was also included as part of this project
- **Water Quality Study – City of Weimar, Texas** – Analyzed the City's water system to evaluate its red water issue. After studying the water samples and becoming familiar with the City's system, we wrote a report with recommendations to reduce redness.
- **2019 Utility Improvements – City of Schulenburg, Texas** – Design and construction-phase services for the replacement of old water and sewer lines in a residential area. This involved correspondence with other utilities in the area to get everything tied in correctly.
- **2018 TxCDBG Wolters Avenue Ground Storage Tank – City of Schulenburg, Texas** – Design and construction-phase services for a new 300,000-gallon ground storage tank. Project included tying in existing well piping, demolition of the existing tank, and designing a new aerator.

Drainage Project Experience:

- **GLO CDBG-DR Timberbrook Estates Drainage Improvements – City of Magnolia, Texas** – Design and construction-phase services for reshaping ditches, replacement of existing driveway culverts, and providing erosion control for a subdivision in the City. There are existing culverts and ditches that have inverse flowlines and needed to be corrected. This project is currently under construction.
- **Brenham Hohlt Park Stream Restoration – City of Brenham, Texas** – Design- and construction-phase of installing rock riprap along the eroded creek at the park because of flooding. This included analysis of water velocities and stresses.
- **Gill Branch Drainage Channel Replacement – City of Bastrop, Texas –** Design-phase services for replacement of approximately 5,000 square feet of an existing concrete channel that was damaged during high velocity flooding.
- **2017 GLO CDBG-DR Hurricane Harvey-Houston Street Drainage Culvert – City of Cleveland, Texas** – Project consists of design of a new 8- by 3-foot box culvert to parallel an existing culvert underneath Houston Street (SH 321), a TxDOT roadway, the main roadway through the heart of the city. This project also consists of ditch regrading and installation of concrete slope paving on the upstream end to route the stormwater more efficiently, as well as installation of some downstream erosion control to avoid future washouts. This ditch was heavily eroded because of significant rainfalls during Hurricane Harvey.
- **Brenham BCDC Detention Pond – Brenham Community Development Corporation, Texas** – Design-phase of regional detention pond for 152-acre business park, including drainage area delineation, storm sewer design, and pond routing. Design was in accordance with the City of Brenham Drainage Design Criteria.
- **Brenham Louanna Estates Drainage Project – City of Brenham, Texas** – Design- and construction-phase of storm sewer system to decrease flooding in the subdivision. This analysis was to make sure the storm pipes and inlets carried certain flow.
- **Brenham Drainage Area Analysis – City of Brenham, Texas** – Delineated drainage areas, performed runoff, and hydraulic calculations for storm sewer drainage improvements for multiple areas within the City.

PROFESSIONAL AFFILIATIONS

- Texas Society of Professional Engineers, Brazos Chapter Treasurer

Mary E. Seehafer, P.E.

AREAS OF EXPERTISE

- Water and Wastewater Treatment Process Controls
- Power Distribution
- SCADA System HMI Graphics Development
- Facilities Electrical Design
- Roadway Lighting Design
- Airport Electrical Design

PROFESSIONAL EXPERIENCE

Municipal Electrical System experience includes design of water and wastewater system power distribution and standby emergency power systems, process instrumentation and controls including PLC-based control systems using industrial Ethernet networks, remote telemetry (radio and cellular), communication systems (voice and data), and development of control algorithms for both new and existing systems.

Experience also includes electrical design of new facilities, upgrading and adding to existing facilities, power monitoring for harmonics and related electrical problems, and analysis of building electrical systems with respect to applicable codes. Design experience for these types of projects includes complete building power distribution layout, distribution upgrades and modifications, and on-site data collection.

Projects include the following:

- 2020 GLO Generator Addition – City of Sealy, Texas
- Sweeny WWTP Generator Addition and Electrical Improvements – City of Sweeny, Texas
- North Water Plant – City of Richwood, Texas
- Magnolia WWTP Construction Phase – City of Magnolia, Texas
- Snook WWTP Construction Phase – City of Snook, Texas
- Wilbarger Airport Electrical Improvements – Wilbarger County, Texas
- Hangar Addition at Van Zandt Regional Airport – City of Wills Point, Texas
- Moline North Slope WWTP Electrical Design and SCADA System – City of Moline, Illinois
- Mount Horeb WWTP Electrical Design and SCADA System – Village of Mount Horeb, Wisconsin
- Madison Metropolitan Sewerage District Pump Stations 7, 11, and 12 – Madison, Wisconsin
- Cedar Rapids WPCF Unit Substation Replacement – City of Cedar Rapids, Iowa
- West Bend Water Utility SCADA System High Frequency Radio Upgrades – City of West Bend, Wisconsin
- Waunakee Utilities Water System SCADA Radio Upgrades – Village of Waunakee, Wisconsin

Lighting Design experience includes design of new and retrofit lighting systems, lighting controls, and ramp gate systems. Design experience for these types of projects includes photometric analysis to meet local, state, and national guidelines, power distribution layout, and LED lighting cost-benefit analysis. Provided lighting design on the following projects:

- 2019 TxCDBG TCF 12th Street Sidewalk Lighting Improvements – City of Hempstead, Texas
- US 18/151 – Verona Road, City of Madison, Wisconsin
- CTH PD/McKee Road – City of Fitchburg, Wisconsin
- IH-39/WIS 11 (Avalon Road) – City of LaPrairie, Wisconsin
- Business 51 (Grand Avenue) – City of Wausau, Wisconsin
- Lick Run VCS Corridor Lighting and Electrical Design, MSDGC – Cincinnati, Ohio
- Historic Bayfield Streets Renovation – City of Bayfield, Wisconsin
- Cincinnati Art Museum Parking Lot – City of Cincinnati, Ohio
- Street Salt Sheds – Brown and Winnebago County – WisDOT
- STH 26 Roundabout – WisDOT
- Reynolds Park Sports Lighting – City of Madison, Wisconsin

YEARS OF EXPERIENCE

9

YEARS WITH FIRM

9

EDUCATION

B.S. Electrical Engineering – University of Wisconsin-Madison, 2012

REGISTRATION

Professional Engineer in Wisconsin, Minnesota, Texas, Oklahoma, Nebraska, Kentucky

Keith R. Behrend, P.E., S.E.

AREAS OF EXPERTISE

- Structural Engineering
- Bridge Design
- Project Management
- Bridge Inspection
- Industrial Facility Design
- Municipal Facility Design

PROFESSIONAL EXPERIENCE

Consulting experience in the field of structural engineering with emphasis on bridge design and inspection, project management, wastewater and water treatment plants, and industrial structures.

Bridge Design experience includes utilizing Load and Resistance Factor Design (LRFD) methodology to prepare preliminary and final structure plans for single and multispan new and rehabilitated structures. Substructure design experience includes designing cast-in-place concrete abutments and piers supported by shallow and deep foundation systems including cast-in-place pipe piles, steel H-piles, micropiles and augered helical anchors. Superstructure design experience includes concrete flat and haunch slab structures, prestressed concrete girder and box beam structures, hot-rolled steel girder structures, and built-up steel plate girder structures. Culvert design experience includes single and multicell cast-in-place box culverts and three-sided precast arch structures. Pedestrian bridge design experience includes steel truss, timber and concrete structures.

Bridge Load Rating experience includes performing Load Factor Ratings (LFR) and Load and Resistance Factor Ratings (LRFR) for single- and multispan structures, including concrete flat and haunch slab structures, prestressed concrete girder structures, hot-rolled steel girder structures, and built-up steel plate girder structures.

Bridge Inspection experience includes inspection of slab and prestressed girder highway bridges and cast-in-place box culverts, and preparation of assessment and rehabilitation recommendation reports.

Retaining Wall Design experience includes gravity modular block walls, cast-in-place concrete cantilever walls, steel sheet pile walls, mechanically stabilized earth modular block and panel walls, and soil nail walls.

Drainage Structure Design experience includes above and below grade precast and cast-in-place box and arch culvert conveyance structures, cast-in-place detention pond inlet and outlet structures, and modifications to existing drainage infrastructure.

Project Management experience for numerous bridge, industrial, and municipal projects. Experience includes coordination of bridge and structural designs with various governmental agencies (Department of Transportation, Department of Natural Resources; Department of Commerce, State Historical Society), railroads, survey crews, and support design disciplines (HVAC, electrical, and drafting).

Sign Structure Design experience includes structural steel cantilevered and overhead steel sign bridges and cast-in-place concrete foundations for federal and state highways.

Industrial Facility Design experience includes structural design of single and multistory additions, secondary containment structures, mezzanines, catwalks, overhead cranes and piping supports.

Municipal Facility Design experience includes structural design of wastewater and water treatment facilities. Design experience includes projects ranging from small to $50 million plus construction cost.

Texas experience includes:

- South Yaupon Sidewalk and Pedestrian Bridge – City of Richwood, Texas
- North Water Plant – City of Richwood, Texas
- Mason County Airport Drainage Improvements – Mason County, Texas
- La Grange Water Line Improvements – Fayette County, Texas

YEARS OF EXPERIENCE

16

YEARS WITH FIRM

12

EDUCATION

M.S. Civil and Environmental Engineering – University of Wisconsin-Madison, 2008

B.S. Civil Engineering – University of Wisconsin-Madison, 2004

B.S. Wildlife Ecology – University of Wisconsin-Stevens Point, 2000

REGISTRATION

Professional Engineer in Texas and Wisconsin

Texas P.E. #: 127578
Expires: 06-30-2022

Structural Engineer in Arizona and Illinois

Keith R. Behrend, P.E., S.E.

- Snook Water Improvements – City of Snook, Texas
- Blinn College Box Culvert Extension – City of Brenham, Texas
- Front Street Drainage Improvements – City of Sealy, Texas
- Wastewater Treatment Plant Expansion – City of Magnolia, Texas
- Unity Park Drainage Improvements – City of Magnolia, Texas
- Gill Branch Drainage Channel Replacement – City of Bastrop, Texas
- Baker Katz Sanitary Sewer Improvements – City of Brenham, Texas
- Munz Lift Station – City of Brenham, Texas
- Ralston Creek Lift Station – City of Brenham, Texas
- Wharton Regional Airport Hangar Improvements – City of Wharton, Texas
- Van Zandt County Regional Airport Hangar Improvements – City of Wills Point, Texas
- Kraft-Heinz – City of Garland, Texas

Keith served as Project Manager for the following Wisconsin bridge replacement or rehabilitation projects:

- CTH HHH, Shawano County, Wisconsin
- CTH H, Washington County, Wisconsin
- CTH A, Dane County, Wisconsin
- CTH F, Dane County, Wisconsin
- Duplainville Road – Village of Pewaukee, Wisconsin
- Drammen Valley Road – Town of Perry, Wisconsin
- Silver Creek Cascade Road – Sheboygan County, Wisconsin
- Brookside Drive – Brown County, Wisconsin
- Risseeuw Road – Sheboygan County, Wisconsin
- Capital City Path Pedestrian Bridge – City of Madison, Wisconsin
- Vilas Park Pedestrian Bridges – City of Madison, Wisconsin
- Wingra Creek Pedestrian Bridge – City of Madison, Wisconsin
- Marston Avenue Bridge Rehabilitation – City of Madison, Wisconsin
- Sherman Avenue Bridge Rehabilitation – City of Madison, Wisconsin
- Tenney Park Pedestrian Bridge – City of Madison, Wisconsin

Morgan E. Ruiz, E.I.T.

AREAS OF EXPERTISE

- Water Supply and Distribution
- TCEQ Compliance
- Water Wells
- Project Management
- Utility Engineering

PROFESSIONAL EXPERIENCE

Morgan joined our firm in November 2019 upon graduation from Iowa State University. She has been involved in design, bidding, and construction management services for water, wastewater, and municipal projects.

Water Supply and Distribution Project Experience:

- **North Water Plant, City of Richwood, Texas** – Project Designer for the construction of a 450 gpm water well, 350,000-gallon ground storage tank, booster pumping station, chlorine building, diesel generator, and water main extensions to improve water supply and water pressure in the northern part of the City's water distribution system. These improvements also increased the City's overall water capacity to keep up with TCEQ's requirements for the growing community.
- **Walnut Drive Water Improvements, City of Richwood, Texas** – Replaced 1,530 LF of 6- and 8- inch water main. Replaced waterline on Cedar Drive to install gate valves needed for maintenance on street. TxDOT permitting for tie-ins within the TxDOT right of way.
- **Downtown Water Well, City of Sealy, Texas** – Design- and construction-related services to construct a 1,000-gpm water well and 2,000 LF raw water main. The raw water main transported the well water to an existing booster pumping station.
- **Water Storage Tank, City of Snook, Texas** – Replaced a 48,000-gallon ground storage tank with a 53,000-gallon bolted steel ground storage tank. The outdated storage tank was removed and disposed of and a liquid propane generator was installed as a backup power source.
- **Water Well Consultation, City of Sweeny, Texas** – Consultation services to obtain TCEQ approval of constructed water softener that has been inoperable.
- **Waterline Improvements, City of Sweeny, Texas** – Design- and construction-related services for the installation of 32,310 LF of 6-, 8-, 10-, and 12- inch water main to upsize and replace the City's aging system. Replacements were primarily located on the TxDOT and thru streets in Sweeny.

Wastewater Project Experience:

- **Pipe-Bursting, City of Richwood, Texas** – CDBG-DR funded project to pipe burst 2,900 LF of clay sanitary sewer lines in residential areas and replace 12 manholes with precast concrete manholes.
- **Sanitary Sewer Replacement, City of Richwood, Texas** – Sanitary sewer replacement and manhole installation. Additional manhole needed to realign sewer slope to TCEQ compliance.

YEARS OF EXPERIENCE

2

YEARS WITH FIRM

2

EDUCATION

B.S. Civil Engineering,
Iowa State University,
Ames, Iowa, 2019

REGISTRATION

Engineer-in-Training in Texas

Luke T. Hellermann, P.G.

AREAS OF EXPERTISE

- Environmental Documentation
- Environmental Compliance and Permitting
- Site Redevelopment and Waste Management
- Hydrogeologic Sie Characterization
- Contaminated Site Investigation
- Groundwater Flow Modeling

PROFESSIONAL EXPERIENCE

Environmental Documentation experience includes environmental analysis and environmental impact studies for the preparation of NEPA- and WEPA-compliant environmental documents. For WisDOT transportation projects, environmental documentation has included pER, CEC-, ER-, EA-, and EIS-level documents. For non-transportation construction projects that have utilized federal funds, ER- and EA-level environmental documentation has been completed, including public involvement. Familiar with necessary federal and state agency coordination and impact analysis, including effects to archaeological and historical properties, noise and air quality impacts, contaminated sites, indirect and cumulative effects, environmental justice, as well as effects to the natural environment.

Site Redevelopment and Waste Management experience includes preparing grant applications and reimbursement requests, site investigation, redevelopment planning, and remediation for redevelopments projects in Cincinnati, Dubuque, Whitewater, New Glarus, Lake Mills, Monona, Fond du Lac, Marshfield, and other communities in Wisconsin. Evaluated contaminated material reuse and treatment/disposal options for numerous construction projects and has written contract special provisions and Material Handling Plans for management and reuse of wastes. Construction projects requiring these services have included redevelopment areas, stormwater channels and ponds, new industry and public utilities, and numerous transportation projects, including projects from local roads and bridges to lengthy corridor reconstruction such as WIS 13, WIS 23, US 12, and US 51.

Groundwater Flow Modeling experience includes municipal well and remediation well zone of influence and capture zone delineation and well field siting, design, and analysis. Modeling efforts have evaluated potential aquifer yields, well interference, and potential impacts to sensitive receptors such as springs and wetlands. Has completed assessments of regional aquifers and citywide wellhead protection areas. Has analyzed field data for aquifer characterization and remediation system design. Refined and modified large, countywide groundwater flow models for well field evaluations. Proficient in the use of the following groundwater modeling programs and supporting software – Groundwater Vistas, MODFLOW, MODPATH, and Aqtesolv.

Contaminated Site Investigation and Remediation experience includes designing and implementing numerous contaminated site investigations to assess the vertical and horizontal extent of contaminated media. Designed and implemented soil, sediment, air, and water sampling programs; aquifer slug tests, pump tests, and tracer tests; and completed hydraulic data collection and interpretation for hydrogeologic assessment reports and groundwater modeling.

CONTINUING EDUCATION

- University of Wisconsin-Extension
  - OSHA 40-hour Health and Safety Training, 1991
  - OSHA 8-hour Managers' Training, 1991
  - OSHA Annual 8-hour Refresher Training, Current
- Microbial Processes in the Degradation of Groundwater Contaminants – City of Louisville, Kentucky, 1992
- Wright State University IRIS Program – Modeling Groundwater Flow, 1994
- Improving the Performance and Analysis of Slug Tests – City of Madison, Wisconsin, 1999
- WDNR Air Enforcement Seminar – City of Milwaukee, Wisconsin, 2000

YEARS OF EXPERIENCE

31

YEARS WITH FIRM

27

EDUCATION

B.S. Geology – University of Wisconsin-Madison, 1990

REGISTRATION

Professional Geologist in Wisconsin

Luke T. Hellermann, P.G.

- Low-Cost Remediation Strategies for Contaminated Soil and Groundwater – City of Milwaukee, Wisconsin, 2001
- The MODFLOW Course, Using Visual Modflow – City of Orlando, Florida, 2001
- Brownfield Grant Application Writing Seminar – City of Madison, Wisconsin, 2004
- EPA's All Appropriate Inquiry Rule – City of Chicago, Illinois, 2005
- NEPA and Transportation Decision-Making – City of Madison, Wisconsin, 2006
- NEPA Indirect and Cumulative Effects Training, WisDOT – City of Madison, Wisconsin, 2006
- Webinar-Efficient NEPA Environmental Reviews for Project Decision Making, FHWA – City of Madison, Wisconsin, 2007
- American Water Resources Association, Wisconsin Section Annual Meeting – City of Brookfield, Wisconsin, 2008 Wisconsin
- Groundwater Association, Annual Meeting – City of Brookfield, Wisconsin, 2008
- Midwest Groundwater Conference – City of Dubuque, Iowa, 2008
- NEPA Environmental Justice Webinar – City of Madison, Wisconsin, 2012
- Webinar, NEPA Section 106, Transportation Research Board (TRB), 2019
- PFAS: Life Cycle, Regulations and Solutions, 2019
- Section 106 Training, Webinar Hosted by WisDOT and SHPO, 2021

PRESENTATIONS/PUBLICATIONS

- 53rd Annual Midwest Groundwater Conference, 2008 – Well Field Siting Using a Regional Groundwater Flow Model, Fond du Lac County, Wisconsin

PROFESSIONAL AFFILIATIONS

- National Groundwater Association
- Wisconsin Groundwater Association

Robert C. Schmidt, P.E., RPLS

AREAS OF EXPERTISE

- Project Management
- Planning
- Engineering Design
- Construction Management
- Topographic and Boundary Surveying

PROFESSIONAL EXPERIENCE

At Strand Associates, Inc.®, Robert has performed a wide range of engineering tasks, including developing plans and designs, and providing construction administration services for utilities, streets, and drainage in residential and commercial developments, water, sewer and gas utilities, drainage channels, parks and recreation facilities, and pumping stations.

Topographic Surveying experience:

- **City of Sealy and TxDOT, Yoakum District, Texas** – Topographic survey for PS&E development of the roadway widening project for FM 3013 for the addition of left-turn/right-turn, and acceleration lanes from 0.3-mile South of Brast Road to 0.9 mile North of Brast Road.
- **City of Huntsville and TxDOT, Bryan District, Texas** – Topographic survey for PS&E development of the roadway widening project on FM 2821 from SH 19 to FM 247.
- **City of Caldwell and TxDOT, Bryan District, Texas** – Topographic survey and design of the roadway widening of Loop 83 from SH 21 to SH 26.
- **City of Brenham and TxDOT, Bryan District, Texas** – Topographic survey for PS&E development of intersection improvements on US 290 at FM 577 and BUS 290 intersections.
- **City of Brenham, Texas** – Topographic surveying and construction staking of $2 million new athletic facilities, including site grading, drainage, utilities, paving, four buildings, lighting and electrical.
- **Brookwood Community at Brookshire, Texas** – Topographic surveying and design of more than $1 million in site improvements relating to new Reynolds Building. Work included utilities, paving, drainage, and site lighting.
- **City of Brenham Higgins Branch, Texas** –Topographic surveying and construction staking of drainage improvements, including hydraulic calculations, channel improvements and FEMA LOMR. Project included more than a mile of topographic surveys.
- **City of College Station, Texas –** Topographic survey of 150-acre Veterans Park and Athletic Complex.
- **City of Brenham, Texas –** Topographic survey and construction staking for approximately 13-mile-long, 24-inch raw water transmission.
- **Cities of Brenham, Caldwell, Bellville, Schuenburg, Dayton, Eagle Lake and Sealy, Texas** – Topographic surveying and construction staking for numerous water and sewer line rehabilitation/replacement projects.
- **City of Brenham, Texas** – Topographic survey for Brenham Greenways project, including downtown pocket parks and approximately 1 mile of sidewalks.
- **Cities of Brenham, Fredericksburg, La Grange, Wharton, Pleasanton and Carrizo Springs, and Angelina County (Lufkin), Texas** – Topographic surveys for extension, rehabilitation or overlay of airport runways.
- **City of Schulenburg, Texas** – Numerous subdivision plats, including Highland Meadows Sections 7, 8, and 9, Overlook Estates Sections 1 and 2, T&L Business Park and Schulenburg Corporate Park.

YEARS OF EXPERIENCE
43

YEARS WITH FIRM
39

EDUCATION
B.S. Civil Engineering – Texas A&M University, 1977

REGISTRATION
Professional Engineer in Texas

Registered Professional Land Surveyor in Texas

Christian Fridye

AREAS OF EXPERTISE

- Civil Surveying
- Boundary Surveying
- Sewer Evaluation/Inspection
- Construction Observation

PROFESSIONAL EXPERIENCE

During his 11 years of employment, Christian's duties have consisted of boundary surveys, civil surveys, sewer evaluations and inspections, and construction observation services.

Boundary Surveying includes:

- Courthouse deed research
- Field surveys
- Alta surveys
- Oil field unit development and lease surveying for CML Petroleum
- Platting
- Elevation Certificates

Construction Observation includes:

- Magnolia utility extension to box store
- Brenham surface water plant rehabilitation
- Prairie View A&M University water well and ground storage tank
- Brenham animal shelter concrete pour

Sewer evaluation and inspection: smoke testing and physical inspection of sanitary sewer systems for:

- City of Giddings, Texas
- City of La Grange, Texas
- City of Schulenburg, Texas
- City of Brenham, Texas
- City of Snook, Texas
- City of Huntsville, Texas
- City of Caldwell, Texas
- City of Cuero, Texas

Topographic surveying: sonar/depth sounding of Frac Ponds for Laredo Energy, plant survey:

- Kraft Foods – Dallas, Texas
- Blue Bell Creameries – Brenham, Texas
- Monogram Foods – Schulenburg, Texas
- Global Tubing – Dayton, Texas
- Mars Candy – Waco, Texas

Airport work includes general surveying, PAPI surveys, scanning for penetrations, base verifications, and construction staking:

- Navasota Airport, Texas
- Brenham Airport, Texas
- Lago Vista, Texas
- Burnet Airport, Texas
- Olney Airport, Texas
- Pecos Airport, Texas
- Sonora Airport, Texas
- Wilbarger County Airport, Texas
- Caldwell Airport, Texas
- Marshall Airport, Texas
- Van Zandt County Airport, Texas
- Harrison County Airport, Texas
- Lee County Airport, Texas
- Fayette Regional Air Center, Texas
- Cameron Airport, Texas
- Hillsboro Airport, Texas
- Aransas County Airport, Texas
- Wharton Airport, Texas
- Gillespie County Airport, Texas
- Graham Municipal Airport, Texas
- Quanah Airport, Texas
- Gainesville Airport, Texas

Surveying for Various Projects:

- Water lines
- Sewer lines
- Gas lines
- Sidewalks
- Parks
- Trails
- Baseball and football fields
- TxDOT Permits
- Roads and streets
- ROW and easement acquisition
- Pipeline surveying
- Drainage improvements
- Construction staking
- Level loops
- GPS, Robotic Total Station

YEARS OF EXPERIENCE

11

YEARS WITH FIRM

11

EDUCATION

Blinn College 2005 – 2007
Texas A&M 2007 – 2009 – Bachelor of Science in Animal Science

Lone Star Community College 2011 – 2012, Surveying Coursework

Project Experience

Expertise and Experience with Relevant Local and National Projects Instill Confidence in the Success of this Project for the City of Richwood

Our team has worked together to complete many similar projects, some of which are described below and on the following pages. After these project descriptions, we have included tables that demonstrate additional experience of our firm with federally funded, water plant, and generator projects. These tables include our most recent projects. We can provide additional project examples upon request.

In addition to the projects featured in this section, we are very familiar with local site conditions and construction challenges in the Richwood area, as a result of the Bastrop Bayou Flood Gates and Detention Pond Flood Study, the Stormwater Management Master Plan, and our other ongoing projects with the City. Furthermore, we are currently serving the nearby cities of Brazoria, Sweeny, Rosenberg, Eagle Lake, and El Campo as well.

Expertise and experience with relevant local and national projects instill confidence in the success of this project for the City of Richwood.

WATER SUPPLY PROJECTS

North Water Plant – Richwood, TX

For this four-part project, we provided design-, bidding-, and construction-phase services for a new water plant. The components of the new water plant include a pump building, booster pumps, chlorine building, water treatment system utilizing chlorine and polyphosphate, and related site work and yard piping. Two booster pumps are being installed initially with floor- and electrical-space for a third booster pump in the future. The project also includes various water main extensions, a new 450-gallon-per-minute water well, and a 350,000-gallon welded steel ground storage tank.

In addition, the North Water Plant will include a generator and supervisory control and data acquisition (SCADA) improvements. We designed the generator to provide the water plant emergency power for 72 hours. An asphalt driveway for access to the plant was also provided in our design services.

Reference:
Clif Custer
Director of Public Works
979-265-2082

Rosewood Booster Pumping Station, Water Well, and Ground Storage Tank Rehabilitation – Dayton, TX

For this three-part project, we provided design- and construction-phase services for a pump building, including pumps and piping, chlorination building, generator relocation, wellhead and yard piping, and electrical, along with minor demolition and various site improvements. The project also included a 16-inch waterline from the new pumping station facilities to the existing distribution system and a gravity sanitary sewer line and appurtenances along Rosewood Street. In addition, this project included drilling a new 2,500 gpm water well and plugging the existing well.

Reference:
Kimberly Judge
Assistant City Manager/Director of Development Services
936-258-2642

Rosewood Street pumping station – City of Dayton.

We also provided design- and construction-phase engineering services for the complete rehabilitation of an existing 1 MGD ground storage water tank, including removal (sandblasting) and application of a new protective coating system on the interior and exterior of the tank. Improvements also included upgrading the existing overflow capacity to accommodate a new water well that would be pumping to the existing tank, relocating the tank fill line to accommodate the new water well, and upgrading other miscellaneous tank components.

Water Plant Improvements – Giddings, TX

This project consisted of design- and construction-phase services for the construction of a water plant, including booster pumps, electrical controls, piping and generator, demolition of ground storage tank and buildings, relocation of chemical feed equipment, renovation of a pump building, and installation of a new standby generator.

Reference:
Spencer Schneider
City Manager
979-540-2710

Water plant – City of Giddings.

Pumping Station at Plant No. 1 and Well No. 6 – Splendora, TX

We provided design- and construction-phase services for the construction of wellhead piping and yard piping, a 150,000-gallon ground storage tank, pump house, pumps and piping inside pump house, chlorination equipment, including installation of intake fan and vent in existing masonry block building, and electrical equipment, including control modifications at plant Nos. 2 and 3.

Reference:
Danna Welter
City Secretary
281-689-3197

We also provided design- and construction-phase services for a new Well No. 6. Project included construction of an underreamed, gravel packed water well with 300 feet of 18-inch O.D. steel casing, 50 feet of 12.75-inch O.D. blank liner lapped in casing, 30 feet of 12.75-inch O.D. blank liner in underreamed gravel packed hole, 160 feet of 12-inch stainless steel wire wrapped screen, and 190 feet of underreaming.

Wellhead piping – Splendora.

A vertical turbine line shaft pump and motor that pumps 1,000 gpm at 300 feet TDH with 280 feet of 10-inch discharge column and line shaft, head, and appurtenances were installed. The project also included drilling and logging of a pilot hole, drilling and testing of a test well, and construction of a cement plug at the bottom of the formation.

TWDB Water Plant Improvements – Lee County Fresh Water Supply District No. 1 – Giddings, TX

We provided design- and construction-phase services for a new water pumping station funded with TWDB funds. This project included two 53,000-gallon ground storage tanks, one new 5,000-gallon pressure tank, rehabilitation of one existing 5,000-gallon pressure tank, two 275 gpm booster pumps, new pump house, gas chlorination facilities for two existing water wells, piping for new pumping station, electrical and controls, site fencing, and site work.

Reference:
Darleen Lehmann
President
979-540-8551

GENERATOR PROJECTS

2020 GLO Generator – Sealy, TX

We provided design-, bid-, and construction-phase services for the installation of a 250kW natural gas engine-driven emergency standby generator. The generator is being installed at the City Well No. 7/Silliman Street Water Plant. Construction is scheduled for completion in late 2021.

Reference:
Warren Escovy
City Manager
979-885-3511

2017 GLO CDBG-DR Hurricane Harvey-Water Plant No. 3 Generator – Cleveland, TX

This project consisted of designing and replacing a diesel engine-driven generator with weatherproof enclosure, automatic transfer switch, wiring conduit, controls, concrete foundation, and all related appurtenances for a fully operational system. The existing generator was damaged by significant rainfall during Hurricane Harvey. Construction was completed in April 2021.

Reference:
Bobby Pennington
City Manager
281-592-2667

Hurricane Ike Disaster Recovery Round 2.2 Generator at Water Pumping Station – Brazoria, TX

We provided civil design and construction-phase services for installation of a 150kW natural gas engine-driven emergency generator. We coordinated with an electrical engineer for the electrical design. The generator installation was GLO-funded to provide emergency power to the water pumping station that had failed to function during the 2008 hurricanes. This project included a weatherproof enclosure, automatic transfer switch, concrete slab, wiring, conduit, controls, chain link fence improvements, and all incidentals.

Reference:
Roger Shugart
Mayor
979-798-2489

Natural gas water pumping station generator.

Disaster Recovery Hurricane Ike Generator Improvements, Round I, Phase II – Splendora, TX

We provided design- and construction-phase services for four natural-gas-fueled standby generators with weatherproof enclosures, automatic transfer switch, wiring, conduit, controls, concrete foundation, chain link fence, and all incidental improvements.

Reference:
Danna Welter
City Secretary
281-689-3197

Disaster Recovery Hurricane Ike Pump Station No. 1 and Water Well No. 6 Generator – Splendora, TX

We provided design- and construction-phase services for the construction of four standby generator systems, including diesel generator units with weatherproof enclosure, automatic transfer switch, wiring conduit, controls, and all incidental improvements for a fully operational system. Three of the four generators also required a concrete foundation and one required constructing a sound reduction enclosure.

Reference:
Danna Welter
City Secretary
281-689-3197

2011 TxCDBG Generator at Wastewater Treatment Plant – Caldwell, TX

We performed design- and construction-phase services for the installation of a 175kW natural gas engine-driven emergency standby generator. The electrical design for this project was provided by a subconsultant under our direction. The generator was designed to power the City's WWTP. This project included a sound-attenuating enclosure, automatic transfer switch, main service disconnect, concrete foundation, wiring, conduit, controls, natural gas service, and all related incidentals. This project received TxCDBG funding.

Reference:
Camden White
City Manager
979-567-3901

Generator at Caldwell WWTP.

Round Top Water Plant Generator – West End Water Supply Corporation (WSC) – TX

We provided design- and construction-phase services for a 125kW emergency standby generator at the West End WSC's Round Top Water Plant site. WSC chose to install a propane engine-driven standby generator with a sound-attenuated enclosure. The electrical design for this project was prepared by an electrical engineer subconsultant under our direction. In addition to the generator and propane tank, the project included controls, automatic transfer switch, wiring, conduit, concrete foundation, and all related appurtenances for a fully operational system.

Reference:
Scottie Schubert
Operator
979-357-2389

Round Top water plant generator.

Electrical service and generator transfer switch.

Federally Funded Project Experience*				
Project Name	**Services Provided**	**Construction Cost**	**Completed**	**Contact**
2020 DRP Austin Street Sidewalk and Drainage Project – City of Hempstead, Texas	This project requires substantial coordination with TxDOT. We are providing design-phase services for this Texas Department of Agriculture grant project. Located along the north and south sides of Austin Street (State Highway 159) in Hempstead, there will be spot improvements on 11th Street and Bremond Street as well. The scope includes replacement of concrete sidewalk and curb and gutter, ADA-compliant ramps, decorative and enhanced lighting, replacement storm sewer, and related appurtenances. This project is currently in design and will be completed in early 2022.	Estimated: $450,000	Anticipated Early 2022	Dave Shelburne Mayor 979-826-2486
TxCDBG 12th Street Sidewalk Revitalization – City of Hempstead, Texas	This project is part of the City's ongoing downtown improvements. This project is located along the east and west sides of 12th Street between Austin Street and Wilkins Street, and along the west side of 12th Street between Bremond Street and Austin Street, encompassing one-and-a-half blocks. The project included demolishing existing concrete sidewalks, curb and gutter, and installing new concrete sidewalks, ADA-compliant ramps, decorative and enhancement lighting, and all related appurtenances.	Estimated: $350,000	Anticipated Fall 2021	Dave Shelburne Mayor 979-826-2486
2020 GLO Generator – Sealy, Texas	We provided design-, bid-, and construction-phase services for the installation of a 250kW natural gas engine-driven emergency standby generator. The generator is being installed at the City Well No. 7/Silliman Street Water Plant.	Estimated: $292,558 Actual: $204,855	Anticipated Late 2021	Warren Escovy City Manager 979-885-3511
2020 Sealy TxCDBG Sanitary Sewer Replacements – Sealy, Texas	We provided design- and construction-phase services for the installation of 12-, 8-, and 6-inch PVC gravity sanitary sewer by open cut in various streets in Sealy, Texas. The project included connections to existing services, tie-ins to existing manholes, pavement repair, culvert replacements, and related appurtenances.	Estimated: $311,500 Actual: $296,485	2021	Warren Escovy City Manager 979-885-3511
2019 CDBG-DR Drainage and Street Improvements – City of Somerville, Texas	Design- and construction-phase services for approximately 1,860 linear feet of street rehabilitation, including four cul-de-sacs and 650 linear feet of storm sewer with inlets to decrease drainage by curb and gutter. Street improvements included removing and replacing curb and gutter, pulverizing existing asphalt surface and base, installing double course asphaltic treatment, valley gutters, sidewalks, and providing all associated site work, including seeding.	Estimated: $481,000 Actual: $496,950	2021	Kathy Pollock Assistant to the City Administrator 979-596-1122
TxCDBG Lift Station – City of Caldwell, Texas	Design- and construction-phase services for the replacement of an existing lift station. The new 700 gpm lift station included new submersible pumps, polymer concrete wet well, piping, valves, fencing, electrical, and controls.	Estimated: $280,533 Actual: $ $280,533	2020	Camden White City Manager 979-567-3901
TxCDBG Wolters Avenue Ground Storage Tank – City of Schulenburg, Texas	Design- and construction-related services for a new 300,000-gallon ground storage tank, associated piping, and new aerator at the existing main water plant site. Design included options for either welded steel or pre-stressed concrete tanks for the City to better decide on the most cost-effective solution. The concrete tank option was selected, and a new aerator was constructed on the new tank roof.	Estimated: $1,200,000 Actual: $1,014,600	2020	Tami Walker City Administrator 979-743-4126

*We include our past CDBG projects in our listing of federally funded projects because the TxCDBG, TCF, and TCDP funds originate from the federal government and have generally the same regulatory requirements as other federal programs.

Federally Funded Project Experience*				
Project Name	**Services Provided**	**Construction Cost**	**Completed**	**Contact**
TxCDBG Hwy 21 Sewer – Madisonville, Texas	Design- and construction-phase services for the replacement of more than 2,400 feet of 6-inch gravity sanitary sewer lines serving more than 17 residential and commercial sewer customers/connections. This line was installed by pipe bursting underneath TxDOT right of way. The original cost estimate was prepared based on significant open cut of the TxDOT highway and extensive traffic control. Pipe bursting helped reduce the overall construction cost as well as traffic control costs.	Estimated: $406,670 Actual: $233,606	2019	Camilla Viator City Manager 936-348-2748
2016 TxCDBG Water System Improvements – City of Calvert, Texas	Design- and construction-phase services for water system improvements, including installing insertable valves.	Estimated: $215,000 Actual: $212,000	2018	Kevin O'Carroll City Administrator 979-364-2881
2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation – Cityof Brenham, Texas	Design services for rehabilitating a 300,000-gallon elevated water storage tank. The project included lead abatement, miscellaneous structural repairs, and interior and exterior recoating of the tank.	Estimated: $400,000 Actual: $346,000	2018	Dane Rau Public Works Director 979-337-7407
2019 TCF U.S. 290 Deceleration Lane for New CEFCO – City of Giddings, Texas	A new service station development proposed along Highway 290 in Giddings increased automobile traffic and the number of 18-wheelers slowing down and turning in to the new business. The City obtained a grant from the Texas Capital Fund (TCF) to help with design and construction costs for a new deceleration lane and traffic signal. The project included approximately 300 linear feet of new turn-lane pavement, restriping, and a new signal for the intersection. We provided design- and construction-related services and coordinated with the developer, the Texas Department of Transportation (TxDOT), grant administrators, and the City.	Actual: $448,573	2018	Spencer Schneider City Manager 979-540-2710
2015 TxCDBG Rice Mill Lift Station Improvements – City of Eagle Lake, Texas	Design- and construction-phase engineering services for replacement of an existing sanitary sewer lift station in Eagle Lake. The project included constructing a new wet-well, pumps, piping, controls fencing, and generator hookup to replace an old and failing lift station. Once constructed, the new station was tied into the existing gravity system and force main, and the old station was removed. The project also included installing new aeration blowers for the digester at the City's WWTP.	Estimated: $345,000 Actual: $346,000	2017	Mary Parr Mayor 979-234-2640
Disaster Recovery Round 2.2 – New Fire Station No. 1 and Demolition of Existing Fire Station No. 1 – City of Galveston, Texas	Design- and construction-phase services for a new, 27,700-square-foot fire station and demolition of the existing Fire Station No. 1 after completing the new fire station. We designed the mechanical, electrical, and plumbing systems, as well as the civil site improvements, and served as the lead consultant and representative to the City for the entire project.	Estimated: $9,460,320 Actual: $9,415,000	2017	Mike Wisko Fire Chief 409-797-3850
TxCDBG Pinewood Estates Sewer Improvements and Lift Station – City of Splendora, Texas	Design- and construction-phase services for first-time sanitary sewer service to approximately 30 residential customers. Project included a new duplex grinder pump lift station with controls and an emergency generator. Project also included approximately 4,000 feet of new 6-inch PVC gravity sewer line and 5,400 feet of 2.5-inch PVC force main. This project was funded by TxCDBG grant funding available from the Texas Department of Agriculture.	Estimated: $560,000 Actual: $550,548	2017	Danna Welter City Secretary 281-689-3197

*We include our past CDBG projects in our listing of federally funded projects because the TxCDBG, TCF, and TCDP funds originate from the federal government and have generally the same regulatory requirements as other federal programs.

Water Plant Project Experience				
Project	**Services**	**Construction Cost**	**Completed**	**Contact**
2016 Surface Water Treatment Plant Protective Coatings Rehabilitation – City of Brenham, TX	This project consisted of coating/recoating facilities at the surface water treatment plant, including minor repairs and incidentals. Items coated included all three clarifiers (interior and exterior, including steel and concrete components), non-aluminum handrails, portions of the chemical feed platform and support structure, concrete flow distribution/splitter box, above ground piping, exterior walls of 600,000-gallon concrete potable water storage tank, exterior walls of the 1,000,000-gallon concrete potable water storage tank, interior and exterior of the 750,000-gallon raw water storage tank, and sealing of cracks on the concrete walls of the clarifiers.	Estimated: $745,000	2018	Dane Rau Public Works Director 979-337-7407
2016 Surface Water Treatment Plant Rehabilitation – City of Brenham, TX	This project consisted of mechanical rehabilitation of select parts of the mixing and sludge collection systems internal to Clarifier No. 2 and Clarifier No. 3. The project also included rehabilitation of catwalks, bridges, kickplates, handrails, grating, and decking in various locations throughout the plant and adjustment to all the weir troughs in all three clarifiers.	Estimated: $375,000 Actual: $410,300	2016	Dane Rau Public Works Director 979-337-7407
2015 Water Pumping Station – Lee Co. FWSD #1	Design- and construction-phase services for a new water station funded with TWDB funds. Design included two 53,000-gallon ground storage tanks, one new 5,000-gallon pressure tank and rehab of one existing 5,000-gallon pressure tank, two 275 gpm booster pumps, new pump house, gas chlorination facilities for two existing water wells, piping for new pump station, electrical and controls, site fencing, and site work.	Estimated: $500,000 Actual: NA	NA	Darleen Lehmann President 979-540-8551
Rosewood Booster Pumping Station – City of Dayton, Texas	Design- and construction-phase services for the construction of a pump building, chlorination building, generator relocation, wellhead and yard piping, electrical, minor demolition, and various site improvements. Project also included a 16-inch water line from the new pumping station facilities to the existing distribution system, and a gravity sanitary sewer line and appurtenances along Rosewood Street.	Estimated: $925,000 Actual: $1,120,400	2015	Kimberly Judge Assistant City Manager 936-258-2642
2012 TxCDBG Water Booster Pump Replacement – City of Daisetta, Texas	Design- and construction-phase services for the removal and replacement of two end suction booster pumps (one without motor), including concrete pad and one horizontal split case booster pump, including concrete pad.	Estimated: $100,000 Actual: $121,187	2013	Joan Caruthers City Secretary 936-536-6761
2007 Plant No. 2 Standpipe – Central Washington County Water Supply Corporation, Texas	Design- and construction-phase services for the construction of a 174,000-gallon water storage standpipe for a water plant. Project included the foundation, tank accessories, electrical conduit and wiring, painting, sterilization, and testing.	Estimated: $225,000 Actual: $294,850	2009	Kenneth Miller President 979-421-2820
2007 Plant No. 2 Iron Filter – Central Washington County Water Supply Corporation, Texas	Design- and construction-phase services for the construction of a gravity iron filter. Project also included installation of a drain valve, concrete splash block, piping, filter, check valve, fiberglass settling tank, settling tank transfer pump, and wiring.	Estimated: $225,000 Actual: $217,459	2009	Kenneth Miller President 979-421-2820
2006 Water Plant Improvements – City of Giddings, Texas	Design- and construction-phase services for the construction of a water plant, including booster pumps, electrical controls, piping and generator, demolition of ground storage tank and buildings, relocation of chemical feed equipment, renovation of a pump building, and installation of a new standby generator.	Estimated: $600,000 Actual: $601,276	2008	Spencer Schneider City Manager 979-540-2710

Water Plant Project Experience				
Project	**Services**	**Construction Cost**	**Completed**	**Contact**
Water Supply Corporation 2006 Pumping Station – Deanville, Texas	Design- and construction-phase services for the construction of a pump house, chlorinator building with chlorination equipment, ground storage tank, two hydropneumatic pressure tanks, two booster pumps, piping, air compressor, and electrical.	Estimated: $300,000 Actual: $407,100	2006	Curtis Shupak President 979-535-4648
2003 Bond Pumping Station at Plant No. 1 – City of Splendora, Texas	Design- and construction-phase services for the construction of wellhead piping and yard piping, a 150,000-gallon ground storage tank, pump house, pumps and piping inside pump house, chlorination equipment, including installation of intake fan and vent in existing masonry block building, and electrical equipment.	Estimated: $400,000 Actual: $303,427	2006	Danna Welter City Secretary 281-689-3197
Water System Plant and Transmission Line Improvements – Burleson County MUD No. 1, Texas	Design- and construction-phase services for the installation of a water transmission line between well Nos. 2, 3 and 4, and the existing water plant. Site work at the wells included well head, yard piping, and electrical equipment and controls. The water plant site work included removal of an abandoned water well head and plugging of the well, demolition of two storage buildings, installation of new electrical storage building, electrical equipment and controls, site piping, generator, and construction of a ground storage tank, two new pressure tanks, and a new chlorination building, including chlorination equipment.	Estimated: $522,000 Actual: $751,905	2005	Bob Ware President 979-535-4013
Phase 2B-Water Treatment Plant High Service Pumping Station & Raw Water Pumping Station Upgrades – City of Brenham, Texas	Design- and construction-phase services for the addition of a third 3,250 gpm raw water pump unit, including piping, valves, fittings, electrical equipment, and control equipment at the raw water pump station; a new high service pumping station consisting of three vertical turbine pumps in barrels; a hoist system at the water treatment plant; installation of an electric motor actuated butterfly valve, yard piping, and the reconfiguration of the suction piping for the booster pumping station at one elevated storage tank site; and the addition of an altitude valve at another elevated storage tank location.	Estimated: $1,000,000 Actual: $646,221	2005	Dane Rau Public Works Director 979-337-7407
Phase 2A-Rehabilitation of Reactor Clarifier Nos. 2 and 3 – City of Brenham, Texas	Design- and construction-phase services for the rehabilitation of clarifier Nos. 2 and 3 at the Brenham Surface Water Treatment Plant. Project included refurbishing, replacing, and adjusting equipment.	Estimated: $300,000 Actual: $287,290	2005	Dane Rau Public Works Director 979-337-7407
2003 Pine Street and Baker Drive Water Plant Improvements – City of Tomball, Texas	Design- and construction-phase services for plant improvements, including installation of pressure relief valves on the discharge side of the booster pumps, including all fittings, isolation valves and pipe supports; an auxiliary drive system on one of the wells; and an auxiliary generator.	Estimated: $187,000 Actual: $160,000	2004	Bobby Sanders Utility Superintendent 281-351-5484
Phase I Water Treatment Plant Upgrade – City of Brenham, Texas	Design- and construction-phase services for upgrades to the raw water storage tank, raw water feed pumps, rate-of-flow controllers, clarifier No. 3, air scour enhancements on filters, filter backwash waste piping, backwash waste storage tank, and chlorination facilities. Project also included necessary electrical and control improvements.	Estimated: $2,000,000 Actual: $2,012,221	2004	Dane Rau Public Works Director 979-337-7407

Generator Project Experience				
Project Name	**Services Provided**	**Construction Cost**	**Completed**	**Contact**
2020 GLO Generator – City of Sealy, Texas	Design-, bid-, and construction-phase services for the installation of a 250kW natural gas engine-driven emergency standby generator. The generator is being installed at the City Well No. 7/Silliman Street Water Plant.	Estimated: $265,000	Anticipated Late 2021	Warren Escovy City Manager 979-885-3511
2017 GLO CDBG-DR Hurricane Harvey-Water Plant No. 3 Generator – City of Cleveland, Texas	This project consisted of the design and replacement of a diesel engine-driven generator with weatherproof enclosure, automatic transfer switch, wiring conduit, controls, concrete foundation, and all related appurtenances for a fully operational system. The existing generator was damaged by significant rainfall during Hurricane Harvey.	Estimated: $143,000 Actual: $154,469	2021	Bobby Pennington City Manager 281-592-2667
Round Top Water Plant Generator – West End Supply Corporation (WSC) – Texas	Design- and construction-phase services for a 125kW emergency standby generator for the West End WSC's Round Top Water Plant site. WSC chose to install a propane engine-driven standby generator with a sound-attenuated enclosure. The electrical design for this project was performed by an electrical engineer subconsultant under our direction. In addition to the generator and propane tank, the project included controls, automatic transfer switch, wiring, conduit, concrete foundation, and all related appurtenances for a fully operational system. **The cost was higher than originally estimated because the Owner made some requests that resulted in change orders after the project was bid/awarded. The Owner also decided to go with an alternate bid that increased the costs.*	Estimated: $80,000 Actual: $97,969*	2017	Scottie Schubert Operator 979-357-2389
Disaster Recovery Generator Improvements Round 2.2 – City of Hardin, Texas	Work consisted of one generator and concrete foundation, one automatic transfer switch, and related electrical work.	Estimated: $55,469 Actual: $55,469	2014	Julie Terry City Council 936-298-2117
Disaster Recovery Round I, Phase II Generator and Quick Connects – Brazoria County/City of Brazoria, Texas	Design- and construction-phase services for constructing a standby generator, generator foundation, automatic transfer switch, related electrical equipment and mounting rack, related electrical conduit and wiring, and driveway culvert and related embankment and base material at the Market Street lift station. Project also included generator quick connect installation at five lift stations.	Estimated: $130,000 Actual: $140,869	2013	Roger Shugart Mayor 979-798-2489
Disaster Recovery Hurricane Ike Round 2.2 Generator at Water Pumping Station – City of Brazoria, Texas	Design- and construction-phase services for the installation of one 150kW standby natural gas engine-driven generator at the Water Pumping Station located on Front Street in Brazoria, Texas. The generator installation included a weatherproof enclosure, automatic transfer switch, concrete slab, wiring, conduit, controls, chain link fence improvements, and all related appurtenances for a fully operational system.	Estimated: $150,000 Actual: $91,369	2013	Roger Shugart Mayor 979-798-2489
Disaster Recovery Generator Improvements Round 2.2 – City of Daisetta, Texas	Design- and construction-phase services for the installation of three stand-by generators, generator with sound attenuated enclosures, foundation, electrical equipment, related electrical raceways and wiring, automatic transfer switch, and fencing.	Estimated: $140,000 Actual: $132,825	2013	Joan Caruthers City Secretary 936-536-6761
Disaster Recovery Generator Improvements Round 2.2 – City of Sweeny, Texas	Design- and construction-phase services for the construction of three standby lift station generators, including generator foundation, automatic transfer switches, electrical equipment, and related electrical raceways and wiring.	Estimated: $185,000 Actual: $147,435	2013	Reese Cook City Manager 979-548-3321

Generator Project Experience				
Project Name	**Services Provided**	**Construction Cost**	**Completed**	**Contact**
Disaster Recovery Hurricane Round 2.2 Generator Improvements at Austin Street and Southeast Lift Stations – City of Dayton, Texas	Design- and construction-phase services for the installation of two standby generator units with a diesel fueled drive engine, automatic transfer switch, wiring, conduit, controls, controls/electrical rack modifications, and all incidental improvements for a fully operational system.	Estimated: $147,000 Actual: $124,869	2013	Kimberly Judge Assistant City Manager/Director of Development Services 936-258-2642
Disaster Recovery Hurricane Ike Generator Improvements, Round I, Phase II – City of Splendora, Texas	Design- and construction-phase services for four natural gas fueled standby generators with weatherproof enclosures, automatic transfer switch, wiring, conduit, controls, concrete foundation, chain link fence, and all incidental improvements.	Estimated: $335,000 Actual: $238,469	2013	Danna Welter City Secretary 281-689-3197
2011 TxCDBG Generator at Wastewater Treatment Plant – City of Caldwell, TX	Design- and construction-phase services for the installation of a 175kW natural gas engine-driven emergency standby generator. The electrical design for this project was provided by a subconsultant under our firm's direction. The generator was designed to power the City's wastewater treatment plant. This project included a sound-attenuating enclosure on the generator, automatic transfer switch, main service disconnect, concrete foundation, wiring, conduit, controls, natural gas service, and all related incidentals. This project was funded using TxCDBG funds.	Estimated: $261,000 Actual: $208,681	2012	Camden White City Manager 979-567-3901
Disaster Recovery Hurricane Ike WWTP and Hutson Lane Lift Station Generators – Brazoria County/City of Brazoria, Texas	Design- and construction-phase services for two standby generator systems, including a weatherproof enclosure, automatic transfer switch, concrete foundation, wiring, conduit, controls, and all incidentals. One of the generators was diesel-fuel-powered and required a new electrical service, while the other generator was powered by natural gas.	Estimated: $175,500 Actual: $98,500	2011	Roger Shugart Mayor 979-798-2489
Disaster Recovery 2011 TxCDBG Hurricane Rita Generator Improvements – City of Dayton, Texas	Design- and construction-phase services for two generators to provide standby power to the Fordland Estates Lift Station and to the Sawmill Road Lift Station. Project included generator units with diesel engines, weatherproof enclosure, automatic transfer switch, wiring, conduit, controls, subbase fuel tank, concrete foundation, and all incidental improvements.	Estimated: $156,469 Actual: $195,569	2011	Kimberly Judge Assistant City Manager/Director of Development Services 936-258-2642
Disaster Recovery Hurricane Ike Water Plant Generator Improvements – City of Sweeny, Texas	Design- and construction-phase services for a standby generator system consisting of a 250kW natural gas generator unit with weatherproof/sound reduction enclosure, automatic transfer switch, main breaker, concrete foundation, wiring, conduit, controls, and all incidental improvements.	Estimated: $175,500 Actual: $166,467	2011	Reese Cook City Manager 979-548-3321
Disaster Recovery Hurricane Ike Pump Station No. 1 and Water Well No. 6 Generator – City of Splendora, Texas	Design- and construction-phase services for the construction of four standby generator systems, including diesel generator units with weatherproof enclosure, automatic transfer switch, wiring conduit, controls, and all incidental improvements for a fully operational system. Three of the four generators also required a concrete foundation and one required a sound reduction enclosure to be constructed.	Estimated: $380,000 Actual: $136,969	2011	Danna Welter City Secretary 281-689-3197
Disaster Recovery WWTP and Lift Station No. 1 Generators – City of Hillcrest Village, Texas	Design- and construction-phase services for two diesel powered standby generators with weatherproof/soundproof enclosures, automatic transfer switches, main disconnect, concrete foundation, wiring conduit, controls, and all incidentals.	Estimated: $172,000 Actual: $101,169	2011	Tom Wilson Mayor 281-756-0577

References

References Attest to Success of Similar Projects

Our Corporate Mission states that we are *dedicated to helping clients succeed through excellence in engineering.* In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions for our clients.

Long-standing relationships demonstrate quality of engineering services.

We have developed and continue to maintain long-standing affiliations, many extending into several decades of service. For some clients, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis. Our service is flexible and tailored to the unique needs of each of our clients.

We encourage the City to contact our references, as we are confident that they will attest to our capabilities. We have also provided letters of commendation on the pages that follow.

References	
Spencer Schneider Public Works Director City of Giddings 979-540-2716	Reese Cook City Manager City of Sweeny 979-548-3321
Danna Welter City Secretary City of Splendora 281-689-3197	Dane Rau Public Works Director City of Brenham 979-337-7407
Warren Escovy City Manager City of Sealy 979-885-3511	Camden White City Manager City of Caldwell 979-567-3901
Frank Menefee Assistant City Manager City of La Grange 979-968-5805	Tami Walker City Administrator City of Schulenburg 979-743-4126

City of Schulenburg

May 13, 2021

Re: Recommendation for Strand Associates, Inc.
Municipal Engineering Services

To Whom It May Concern:

I am the City Administrator for the City of Schulenburg and I am pleased to provide a recommendation for Strand Associates. Since the early 1980's, Strand has been the City Engineer and has provided the vast majority of the engineering services needed by the City of Schulenburg.

Strand's services have included topographic surveying, design, construction administration and infrastructure planning. They also review all plats and design plans for development in Schulenburg.

In closing, based on my experience working with Strand Associates, I highly recommend them for municipal engineering services in your community.

Sincerely,

Tami Walker
City Administrator/City Secretary
City of Schulenburg

535 N. Main St.
P.O. Box 8
Schulenburg, Texas 78956
979.743.4126
979.743.4760 Fax

City of BRENHAM

June 24, 2020

Re: Reference for Strand Associates, Inc

To Whom It May Concern:

The City of Brenham has utilized Strand Associates, Inc for over 50 years on many of our infrastructure projects ranging from small sanitary sewer extensions to large facility/infrastructure projects. Over this time, the City of Brenham has come to know Strand to be a reliable firm that provides and expects quality engineering work. Strand is also focused on customer relationships and goes above and beyond to provide assistance when called upon.

Strand's ability to customize their services to the specific needs of each project is a testament to the quality, reliability, and responsiveness that they rightfully take pride in. Strand delivers upon all of the city's expectations and services as a professional and courteous extension of our city's staff. I personally have 20 years of experience working with Strand Associates, Inc. I am confident in Strand's expertise and abilities and do not hesitate to call upon Strand staff for advice on projects and to discuss ongoing and future projects. Based on my experience, I would recommend Strand's services to other municipalities for their project needs.

Sincerely

Dane Rau

Dane Rau
Director of Public Works

City of Sealy

Office of the City Manager
415 Main Street · P.O. Box 517
Sealy, TX 77474
(979) 885-3511 · Fax (979) 885-3513

January 12, 2018

Re: Recommendation for Strand Associates, Inc.

To Whom It May Concern:

I am writing this letter to recommend Strand Associates for your engineering needs. Strand has been an engineering consultant to the City of Sealy since the mid 1980's. Strand's exceptional performance on individual projects gave our Public Works staff and City Council great confidence in hiring them for our infrastructure projects.

Strand has recently completed design of our new 2.0 MGD WWTP, a new lift station and gas line extension for a new industry in town and significant drainage improvements along one of our major thoroughfares. All of these projects are presently under construction and are progressing without any issues.

Strand continues to provide the City the experience and depth of resources to perform at a high level on all our engineering tasks. Their response time to City inquires has been excellent with a return call within hours. Their personalized attention and their willingness to put in the extra hours for a good result is invaluable. I recommend Strand without hesitation to provide engineering services to your City.

Sincerely,

Warren Escovy
Interim City Manager

CC: Mayor, City Council

Insurance

Excellent Insurance Coverage Attests to Strong Business Practices

We carry comprehensive insurance coverage including general liability, automobile liability, employer's liability, worker's compensation, umbrella coverage, and professional liability. In addition, we have had uninterrupted professional liability insurance coverage since 1969. As our carrier will attest, our annual coverage for and record of claims involving professional liability is superior with respect to other firms.

Attached is our Certificate of Liability Insurance that indicates the insurance coverage that may be applicable to this work. We believe in protecting our investments and clients by maintaining more than adequate coverage in all areas.

We believe in protecting our investment and clients by maintaining more than adequate coverage.

CERTIFICATE OF LIABILITY INSURANCE

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 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 Ansay & Associates, LLC. 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	**CONTACT NAME:** Joe Keal **PHONE (A/C, No, Ext):** 800-643-6133 **FAX (A/C, No):** 608-831-4777 **E-MAIL ADDRESS:** joe.keal@ansay.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** CNA Insurance Companies — 35289
INSURED STRAASS-01 Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 130199209 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X 1,000 X Blkt.Contractual GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5099170076	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 900,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS [ ]			5099170062	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			5099170059	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC595126844	1/1/2021	1/1/2022	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2021	7/11/2022	Each Claim Aggregate Full Prior Acts	2,000,000 2,000,000

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

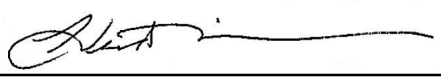
CERTIFICATE HOLDER

Blank Certificate

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights re[illegible].

Verification Not Debarred

Confirmation from www.SAM.gov

Attached is a current printout from the System for Award Management (www.SAM.gov) confirming that neither Strand Associates, Inc.® nor any principal of the firm has been debarred from participating in federally funded projects.

SAM.GOV®

STRAND ASSOCIATES, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
047260120	**RXYLDYEKKHS3**	**3PLA7**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**May 27, 2022**	**Active**
Physical Address	Mailing Address	
910 W Wingra DR **Madison, Wisconsin 53715** **United States**	**910 W Wingra DR** **Madison, Wisconsin 53715** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Wisconsin 02	**Wisconsin / United States**	**www.strand.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 27, 2021	**May 27, 2021**	**Jan 12, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1946	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Points of Contact

Electronic Business

SHAWN K CANNON, Senior Vice President
6082514843

910 W Wingra DR
Madison, Wisconsin 53715
United States

ANDREW S BINDL
6082514843

910 W Wingra Drive
Madison, Wisconsin 53715
United States

Government Business

Kent T Locy
6082514843

910 W Wingra DR
Madison, Wisconsin 53715
United States

CLAY KELLY
5025837020

325 W Main ST
Suite 710
Louisville, Kentucky 40202
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**

Disaster Response

This entity does not appear in the disaster response registry.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Strand Associates, Inc.®

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

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

_____

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.**

Provide professional engineering services.

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 Joseph M Brandon — Signature of vendor doing business with the governmental entity

10/8/2021 — Date

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, Strand Associates, Inc.®, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Joseph M Bunker

Signature of Contractor's Authorized Official

Joseph M. Bunker, Corporate Secretary

Printed Name and Title of Contractor's Authorized Official

10/8/2021

Date

LYNN ENGINEERING
dba John D. Mercer & Associates

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

October 13, 2021

City of Richwood
Attn: Kristen Garcia, City Secretary
1800 N. Brazosport Blvd.
Richwood, TX 77531

RE: STATEMENT OF QUALIFICATIONS
American Rescue Plan Act (ARP Act) Project(s)

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 American Rescue Plan Act (ARP Act) Project(s).

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

- Preliminary and final design plans and specifications
- Preparation of the bid packet
- Conduct all field testing and inspections (interim and final)
- 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 district clients in the Central Gulf Coast area of Texas. Over the past 40 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 eighteen (18) different cities and seventeen (17) different water districts. 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 construction on over 40 projects for our city and water district clients.

Completed projects have included water distribution system expansions, new ground storage tanks, new wells, storage tank rehabilitation, sewage collection line rehabilitation, waste water treatment plant upgrades, pavement reconstruction and other miscellaneous projects and consultations.

Experience with Federally Funded Projects

The Firm has an extensive record of performance with Federal and State funded projects. In addition to the Firm's experience with Disaster Recovery Projects funded through the Texas General Land Office, we have been designing projects funded by the Community Development Block Grant Program since the Program's inception. In the past five (5) years, eight (8) CDBG projects have been completed for our 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 designed forty-nine (49) separate projects having a total construction cost of over $18 million following Hurricane Ike. The projects were with thirteen (13) separate communities.

The Firm was 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 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 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 worked on projects in Santa Fe, Galveston County WCID No. 8, Brookside Village, Angleton, Surfside Beach, Freeport, Jones Creek, Lake Jackson, Jamaica Beach and other Central Gulf Coast cities. A more complete list of current municipal and water district clients is given in the attached company brochure.

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 inspection as needed for each current construction project.

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 1295

To be provided upon award of contract.

Surveying work as required for the proposed project would be sub-contracted to the firm of Ganem & Kelly of Point Comfort, Texas, a company with whom I have had a relationship for over twenty years.

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

Sincerely,

John D. Mercer, PE
john.mercer@lynngroup.com

JDM/lm

Attachments

Lynn Engineering
dba John D. Mercer & Associates
118 East Main Street
Edna, Texas 77957
(361) 782-7121
(979) 245-8900
hello@lynngroup.com
lynn-engineering.com

EXHIBIT A

SCOPE OF WORK

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

SCOPE OF SERVICES

Pre-Funding Services:

1. Preparation of Project Scope and Justification
2. Preparation of Project Budget
3. Preparation of Project Maps

Post-Funding Services:

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWs) for the TxCDBG 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.
3. 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.
4. Prepare railroad/highway permits.
5. 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.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. 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 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. 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.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Coordinate with grant administrator to verify construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.

17. 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.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. 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.
21. 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 TDA for approval prior to execution with the construction contractor.
22. 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).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. 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.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. 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).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer’s seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or

undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

4. The Firm will include in all contracts and subcontracts in excess of $150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA 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 part 3)
    c. Contracts greater than $10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
    d. Section 3 of the Housing and Urban Development Act of 1968;
    e. Contracts exceeding $100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
    f. For contracts in excess of $100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5).
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. 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.

AMERICAN RESCUE PLAN ACT (ARP ACT) - Description of Programs

Below is a description of anticipated programs that are eligible for funding through the ARP Act Program funded through the U.S. Department of the Treasury or other designated State or Federal Agency. As currently defined by U.S. Treasury guidance, selected Projects must use the allocated funds in one of the following ways. The City/County anticipates selecting a respondent for the following programs that require Engineering Services:

(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

(D) to make necessary investments in water, sewer, or broadband infrastructure.

Applicant: City of Richwood
ARP Act

This form will be inserted into the RFP/RFQ Packets.
APPROVED BY:

Steve Boykin, Mayor
City of Richwood

CERTIFICATE OF LIABILITY INSURANCE

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. 500 W. 13TH Fort Worth TX 76102	**CONTACT NAME:** Michele Frazee, ACSR **PHONE (A/C, No, Ext):** 817-336-2377 **FAX (A/C, No):** 817-882-9284 **E-MAIL ADDRESS:** mfrazee@higginbotham.net
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** QBE Insurance Corporation / 39217
INSURED LYNNCOM-01 Lynn Engineering, LLC dba Lynn & Associates; John D. Mercer & Associates; Sample Engineering, Inc.; Hickman Consulting Engineers 1221 Avenue F Bay City TX 77414	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1054507329 **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	 $ $ $
A	Architects & Engineers Professional Liability			ANE61071-00	3/19/2021	3/1/2022	Each Claim	$2,000,000

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

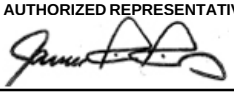
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights re[illegible].

SAM.GOV®

Section VII, Item D.

LYNN ENGINEERING, LLC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
116621584	**FYKGPSWE8MZ4**	**89RQ8**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Apr 14, 2022**	**Active**
Physical Address	Mailing Address	
118 E Main ST **Edna, Texas 77957** **United States**	**118 E Main ST** **Edna, Texas 77957** **United States**	

Business Information

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

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 20, 2021	**Apr 14, 2021**	**Mar 29, 2019**

Entity Dates

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

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

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	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

Jackie Miller

1221 AVE F
Bay City, Texas 77414
United States

Government Business

Jackie Miller

1221 AVE F
Bay City, Texas 77414
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**

Disaster Response

This entity does not appear in the disaster response registry.

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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.**

N/A

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

10/13/2021
Date

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

10/13/21

Date

Approved by OMB
0348-0046

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:	**Status of Federal Action:**	**Report Type:**
a. contract b (b) b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a (a) a. bid/offer/application b. initial award c. post-award	a (a) 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): N/A	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):
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:** Authorized Representative **Telephone No.:** 361-782-7121 **Date:** 10/13/21
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

REQUIRED CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. ***Language as of May 21, 2021.**

All Contracts

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.	2 CFR 200 APPENDIX II (A)
>$10,000	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.	2 CFR 200 APPENDIX II (B)
None	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.’’ 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) 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: The [recipient] 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: During the performance of this contract, the contractor agrees as follows: (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:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	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. (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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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 purposes of investigation to ascertain compliance with such rules, regulations, and orders. (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. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of	

	the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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. The [recipient] 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 [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] 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. The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	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.	2 CFR 200 APPENDIX II (D)

	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 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.	
>$100,000	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.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	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).	2 CFR 200 APPENDIX II (G)
None	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 governmentwide exclusions 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)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and

	funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

Statement of Qualifications

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

LYNNENGINEERING

JOHN D. MERCER & ASSOCIATES
JDM&A

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

Texas Registered Engineering Firm F-324

118 E. MAIN STREET | EDNA, TEXAS 77957 | 361.782.7121 | JDMERCER.COM
1221 AVENUE F | BAY CITY, TEXAS 77414 | 979.245.8900 | LYNN-ENGINEERING.COM

Ref: **STATEMENT OF QUALIFICATIONS**
Professional Engineer Consulting Services

The combined teams of **LYNN ENGINEERING** and **JOHN D. MERCER & ASSOCIATES** are pleased to present this Statement of Qualifications for architectural and engineering services in the state of Texas.

LYNN ENGINEERING is a civil and structural engineering firm, founded in 2009 with offices located in Bay City, Edna, Port Lavaca, Rockport, and Corpus Christi. The firm was founded with the intent of providing professional design and consulting services for private and public projects on the Texas Gulf Coast. For more than 10 years, the firm has successfully completed projects through the use of sound professional judgment, applicable principles of engineering and use of current technology.

What makes **LYNN ENGINEERING** unique in this space is our inclusion of a full-time architectural staff. For many years, **KEN SHANKS & ASSOCIATES** of El Campo, Texas contracted with **LYNN ENGINEERING** to provide architectural services. Recently, Mr. Shanks joined **LYNN ENGINEERING** in a full-time capacity and serves as our architect on staff.

On January 1, 2019, the assets of **JOHN D. MERCER & ASSOCIATES, INC.** were purchased by **LYNN ENGINEERING** and the firm now operates under the dba John D. Mercer & Associates.

JOHN D. MERCER AND ASSOCIATES is a consulting engineering firm founded in 1980 with more than 40 years experience providing professional design services to governmental agencies, and communities along the Central Gulf Coast and South Central portions of Texas.

118 E. MAIN STREET | EDNA, TEXAS 77957 | 361.782.7121 | JDMERCER.COM
1221 AVENUE F | BAY CITY, TEXAS 77414 | 979.245.8900 | LYNN-ENGINEERING.COM

We believe our firm is uniquely positioned to meet the needs of any project from inception to completion. With our combined experience over multiple civil and structural engineering disciplines, we are confident in our ability to provide you with a project that meets your specific requirements while also being cost effective, efficiently constructed, and easily maintained after completion.

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. We also maintain great working relationships with professionals from other engineering disciplines to provide additional services if your project requires.

Enclosed you will find our list of professionals and completed projects that prove our commitment to our clients, projects, and communities served. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective solution.

Thank you for taking the time to learn about our firm.

Should you have any questions relative to our response to the City's Request for Qualifications for Engineering Consulting Services, contact us at (979) 245-8900 or email info@lynngroup.com.

Signed,

Stuart A. Lynn P.E. **John D. Mercer, P.E.** **N. Mitchell Carrillo P.E.**

THIS PAGE LEFT
INTENTIONALLY BLANK

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.

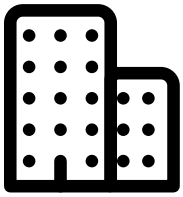
2. PRELIMINARY DESIGN >>

- 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.

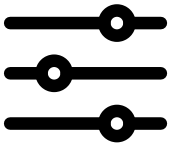
Here's how it works.

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



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.

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

Experience: Mr. Lynn has more than nineteen (19) years of civil, structural and windstorm engineering experience. He is responsible for approximately twenty (20) 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 thirty-nine (39) years of civil and environmental engineering experience. He is responsible for approximately ten (10) 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-five (35) 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, West Columbia, 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-one (21) 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

Samuel E. Bird, PE

PROFESSIONAL ENGINEER

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

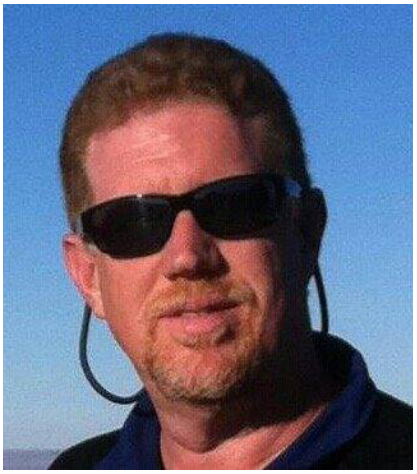
He is Lynn Engineering's structural operations manager supporting the firm's structural and windstorm services along the Texas Coast.

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

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



Mark Hickman, PE, MBA

PROFESSIONAL ENGINEER

Javiel L. Rojas, 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

Ken Shanks, AIA

ARCHITECT

Experience: Ken Shanks joined the Lynn Engineering team in September 2020. Prior to that, he had been the principal architect of his firm Ken Shanks & Associates, LLC since June 1999. For more than thirty (30) years, Ken has worked in the Houston metro area with both commercial and residential architecture.

Prior to starting his own firm, Ken worked with the teams at Browne Penland Mcgregor Stephens Architects, Inc. and Sustaita Associates, Inc., both of Houston.

He has been a licensed architect in the State of Texas since 1990 and has been a Registered Accessibility Specialist with the State of Texas in the past. Ken is well-versed in Americans with Disabilities Act (ADA) requirements for handicap accessibility.

Qualifications: B.E.D. Environmental Design, Texas A&M University; A.A.S. Drafting & Design Technology, Wharton County Junior College

The registered professional engineers of both firms, Lynn Engineering and John D. Mercer & Associates, 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.

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..

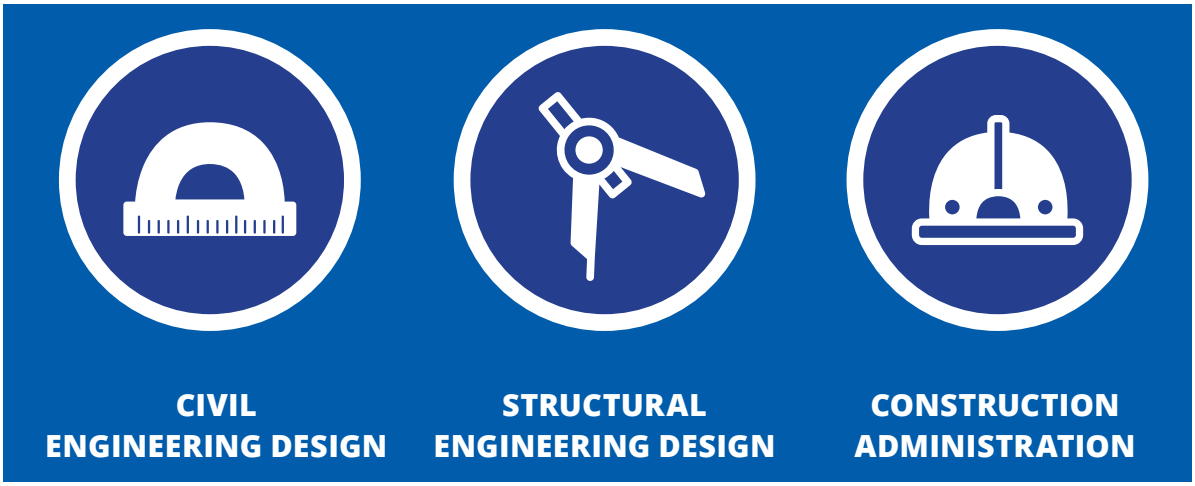
SEE holds Professional Engineering registrations in more than seventeen (17) states and has significant design experience in engineering design, contract administration and commissioning in multiple commercial projects – delivering projects in an efficient, comprehensive, and economical manner.

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.



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

LYNNENGINEERING

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 full-service 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 full-service 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 nearly fifty (50) public entities for which work has been performed in the past five (5) years. *(See page 19.)*

In January 2019, the assets of the firm were purchased by Stuart A. Lynn, P.E. and the firm now exists as Sample Engineering, Inc., 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 (40) 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@columbustexas.net

City of Palacios

City of Palacios
PO Box 845
Palacios, Texas 77465
Attn: Tammy McDonald,
City Treasurer
Phone: (361) 972-3605
Email:
tmcdonald@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

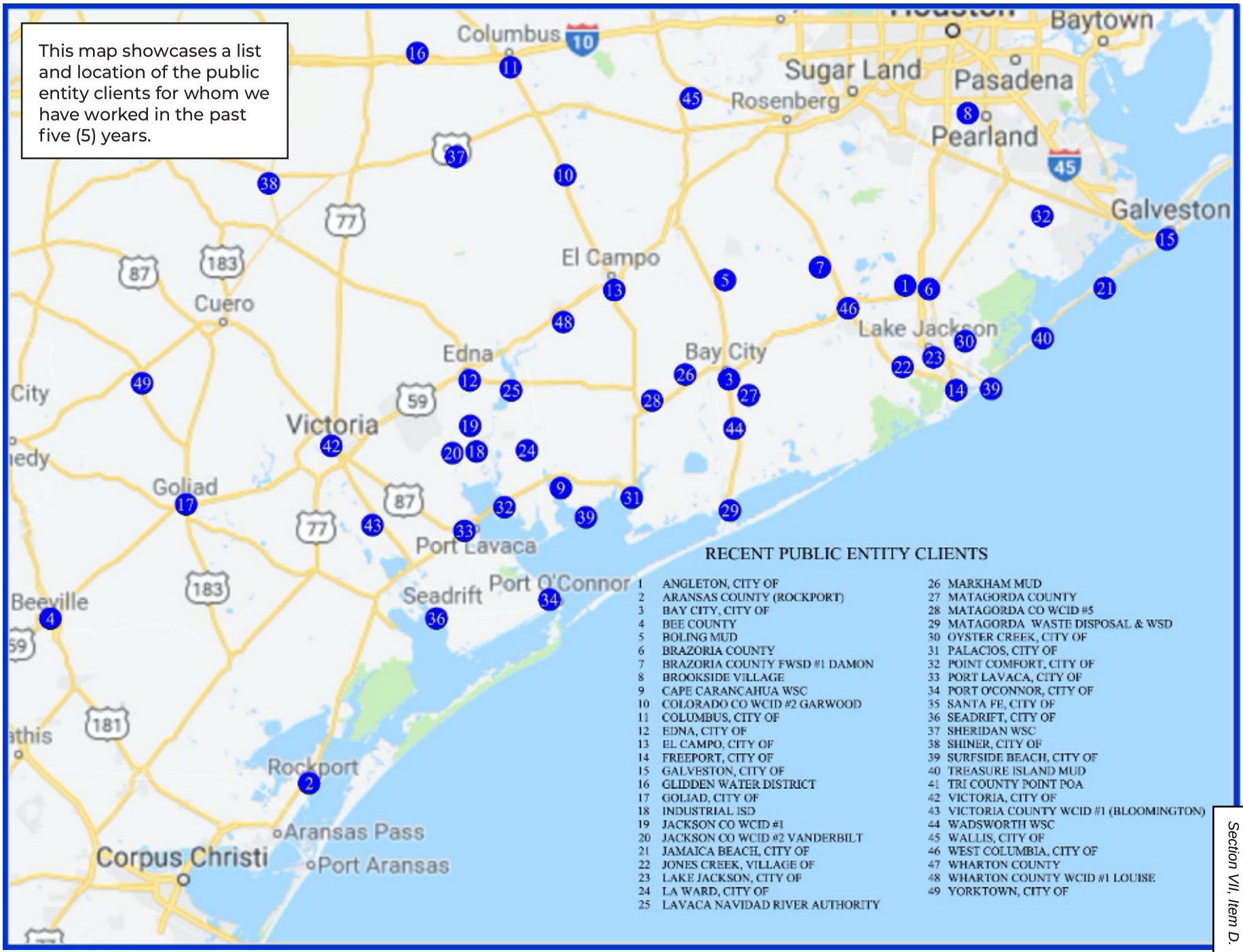
City of Goliad

City of Goliad
PO Box 939 | 152 W. End St.
Goliad, Texas 77963
Attn: Kandi Hubert
City Secretary
Phone: (361) 645-3454
Email:
citysecretary@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**



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

75 of years
EXCELLENCE IN ENGINEERING

STRAND ASSOCIATES®

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

November 3, 2021

Mr. Clif Custer, Director of Public Works
City of Richwood
1800 Brazosport Boulevard North
Richwood, TX 77531

Re: 2021 CDBG Walnut Drive Water Main Replacement
HUD#B-20-UC-48-0005, CDFA #14.218
Contract 4-2021
City of Richwood, Texas

Dear Clif,

Bids for the above-referenced project were opened on October 26, 2021. Twelve bids were received with the resulting bid tabulation enclosed. The low bid of $117,970 was less than ENGINEER's opinion of probable construction cost.

Scohil Construction Services, LLC of Cypress, Texas, was the apparent low bidder at $117,970. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged. The bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Scohil Construction Services, LLC.

If you determine that Scohil Construction Services, LLC is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Morgan Ruiz

Enclosures

Bids Received: 1:30 P.M., October 26, 2021

STRAND ASSOCIAT
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

2021 CDBG WALNUT DRIVE WATER MAIN REPLACEMENT
HUD#B-20-UC-48-0005, CFDA#14.218
CONTRACT 4-2021
CITY OF RICHWOOD, TEXAS

BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433		Bull-G Construction, LLC 8519 Cedel Drive Houston, TX 77055		JTM Construction, LLC 3709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583		G&A Boring Direccional, LLC 10414 Peach Street Houston, TX 77093		On Par Civil Services 411 North Street, Suite 1 Houston, TX 77009		Macer Xpress, LLC 8515 Glenheath Houston, TX 77061		R & E Link, LLC 4057 Riley Fuzzel Road, Suite 500, #244 Spring, TX 77386		Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566		Spectra General Contractors, Inc. 5361 Highway Boulevard Katy, TX 77494		AR Turnkee Construction Co. P.O. Box 925985 Houston, TX 77292		Green Dream International, LLC 32 West 8th Street, Suite 607 Erie, PA 16501	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	LS	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 2,524.00	$ 2,524.00	$ 3,000.00	$ 3,000.00	$ 11,437.50	$ 11,437.50	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 19,000.00	$ 19,000.00	$ 8,232.00	$ 8,232.00	$ 10,500.00	$ 10,500.00	$ 21,000.00	$ 21,000.00	$ 6,250.00	$ 6,250.00
2.	Furnish and Install 8-IN AWWA C-900 DR 18 PVC Water Main, by Open Cut, CIP	110	LF	$ 48.00	$ 5,280.00	$ 40.00	$ 4,400.00	$ 54.00	$ 5,940.00	$ 58.00	$ 6,380.00	$ 60.00	$ 6,600.00	$ 50.00	$ 5,500.00	$ 45.00	$ 4,950.00	$ 52.00	$ 5,720.00	$ 122.60	$ 13,486.00	$ 34.00	$ 3,740.00	$ 85.00	$ 9,350.00	$ 82.50	$ 9,075.00
3.	Furnish and Install 8-IN AWWA C-900 DR 18 PVC Water Main, by Bore, CIP	90	LF	$ 48.00	$ 4,320.00	$ 45.00	$ 4,050.00	$ 68.00	$ 6,120.00	$ 89.00	$ 8,010.00	$ 70.00	$ 6,300.00	$ 75.00	$ 6,750.00	$ 144.00	$ 12,960.00	$ 160.00	$ 14,400.00	$ 84.70	$ 7,623.00	$ 83.00	$ 7,470.00	$ 156.00	$ 14,040.00	$ 142.50	$ 12,825.00
4.	Furnish and Install 6-IN AWWA C-900 DR 18 PVC Water Main, by Open Cut, CIP	1,100	LF	$ 43.00	$ 47,300.00	$ 30.00	$ 33,000.00	$ 40.00	$ 44,000.00	$ 52.00	$ 57,200.00	$ 45.00	$ 49,500.00	$ 40.00	$ 44,000.00	$ 30.00	$ 33,000.00	$ 41.00	$ 45,100.00	$ 46.80	$ 51,480.00	$ 28.00	$ 30,800.00	$ 81.00	$ 89,100.00	$ 75.00	$ 82,500.00
5.	Furnish and Install 6-IN AWWA C-900 DR 18 PVC Water Main, by Bore, CIP	225	LF	$ 43.00	$ 9,675.00	$ 35.00	$ 7,875.00	$ 53.00	$ 11,925.00	$ 74.00	$ 16,650.00	$ 46.00	$ 10,350.00	$ 65.00	$ 14,625.00	$ 125.00	$ 28,125.00	$ 160.00	$ 36,000.00	$ 70.90	$ 15,952.50	$ 65.00	$ 14,625.00	$ 135.00	$ 30,375.00	$ 137.50	$ 30,937.50
6.	Furnish and Install 8-IN-by-8-IN Tapping Sleeve and Gate Valve W/ Valve Box, CIP	2	EA	$ 3,650.00	$ 7,300.00	$ 5,000.00	$ 10,000.00	$ 4,804.00	$ 9,608.00	$ 2,100.00	$ 4,200.00	$ 7,000.00	$ 14,000.00	$ 7,500.00	$ 15,000.00	$ 5,500.00	$ 11,000.00	$ 5,500.00	$ 11,000.00	$ 3,983.40	$ 7,966.80	$ 7,500.00	$ 15,000.00	$ 10,500.00	$ 21,000.00	$ 8,848.11	$ 17,696.22
7.	Furnish and Install 8-IN-by-6-IN Tapping Sleeve and Gate Valve W/ Valve Box, CIP	2	EA	$ 3,300.00	$ 6,600.00	$ 5,000.00	$ 10,000.00	$ 3,832.00	$ 7,664.00	$ 5,192.00	$ 10,384.00	$ 6,000.00	$ 12,000.00	$ 6,500.00	$ 13,000.00	$ 5,000.00	$ 10,000.00	$ 4,900.00	$ 9,800.00	$ 3,166.10	$ 6,332.20	$ 6,800.00	$ 13,600.00	$ 9,000.00	$ 18,000.00	$ 7,491.86	$ 14,983.72
8.	Furnish and Install Standard Fire Hydrant Unit, CIP	4	EA	$ 4,750.00	$ 19,000.00	$ 5,300.00	$ 21,200.00	$ 5,513.00	$ 22,052.00	$ 6,200.00	$ 24,800.00	$ 4,500.00	$ 18,000.00	$ 4,875.00	$ 19,500.00	$ 4,500.00	$ 18,000.00	$ 4,800.00	$ 19,200.00	$ 4,747.40	$ 18,989.60	$ 5,119.00	$ 20,476.00	$ 5,000.00	$ 20,000.00	$ 7,933.75	$ 31,735.00
9.	Furnish and Connect New 8-IN Water Line to Existing 8-IN Line (Wet Connection) As Shown On the Details, CIP	2	EA	$ 750.00	$ 1,500.00	$ 4,500.00	$ 9,000.00	$ 1,349.00	$ 2,698.00	$ 2,350.00	$ 4,700.00	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$ 1,200.00	$ 2,400.00	$ 950.00	$ 1,900.00	$ 1,579.60	$ 3,159.20	$ 1,500.00	$ 3,000.00	$ 1,050.00	$ 2,100.00	$ 6,250.00	$ 12,500.00
10.	Furnish and Install 1-IN Poly Service, Short Side by Open Cut, INCL a Curb Stop and U-Branch, and Connect to Existing Meter Box	8	EA	$ 490.00	$ 3,920.00	$ 1,100.00	$ 8,800.00	$ 898.00	$ 7,184.00	$ 974.00	$ 7,792.00	$ 700.00	$ 5,600.00	$ 1,000.00	$ 8,000.00	$ 1,000.00	$ 8,000.00	$ 500.00	$ 4,000.00	$ 1,192.20	$ 9,537.60	$ 4,200.00	$ 33,600.00	$ 1,100.00	$ 8,800.00	$ 3,750.00	$ 30,000.00
11.	Furnish and Install 1-IN Poly Service Lines, Long Side, by Bore, INCL a Curb Stop and U-Branch, and Connect to Existing Meter Box	7	EA	$ 525.00	$ 3,675.00	$ 1,200.00	$ 8,400.00	$ 1,315.00	$ 9,205.00	$ 1,161.00	$ 8,127.00	$ 900.00	$ 6,300.00	$ 1,250.00	$ 8,750.00	$ 1,000.00	$ 7,000.00	$ 700.00	$ 4,900.00	$ 1,519.30	$ 10,635.10	$ 4,060.00	$ 28,420.00	$ 3,000.00	$ 21,000.00	$ 3,750.00	$ 26,250.00
12.	Furnish and Install Ductile Iron Fittings, CIP	1	LS	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 2,754.00	$ 2,754.00	$ 200.00	$ 200.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 7,000.00	$ 500.00	$ 500.00	$ 11,670.00	$ 11,670.00	$ 2,800.00	$ 2,800.00	$ 5,000.00	$ 5,000.00	$ 8,750.00	$ 8,750.00
13.	Abandon Water Mains, INCL Valve Box Obliteration	1	LS	$ 450.00	$ 450.00	$ 600.00	$ 600.00	$ 2,359.00	$ 2,359.00	$ 100.00	$ 100.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 1,500.00	$ 1,500.00	$ 3,438.00	$ 3,438.00	$ 1,000.00	$ 1,000.00	$ 7,000.00	$ 7,000.00	$ 2,500.00	$ 2,500.00
14.	Trench Safety	1	LS	$ 150.00	$ 150.00	$ 300.00	$ 300.00	$ 2,840.00	$ 2,840.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 1,176.00	$ 1,176.00	$ 686.25	$ 686.25	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
15.	Asphalt Repair	10	LF	$ 10.00	$ 100.00	$ 500.00	$ 5,000.00	$ 113.00	$ 1,130.00	$ 48.00	$ 480.00	$ 160.00	$ 1,600.00	$ 100.00	$ 1,000.00	$ 200.00	$ 2,000.00	$ 420.00	$ 4,200.00	$ 117.60	$ 1,176.00	$ 2,000.00	$ 20,000.00	$ 200.00	$ 2,000.00	$ 625.00	$ 6,250.00
16.	Sodding and Restoration	1	LS	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 11,955.00	$ 11,955.00	$ 100.00	$ 100.00	$ -	$ -	$ 4,000.00	$ 4,000.00	$ -	$ -	$ 1,200.00	$ 1,200.00	$ 17,669.90	$ 17,669.90	$ 5,800.00	$ 5,800.00	$ 7,000.00	$ 7,000.00	$ 1,250.00	$ 1,250.00
17.	Erosion Control	1	LS	$ 350.00	$ 350.00	$ 3,000.00	$ 3,000.00	$ 621.00	$ 621.00	$ 200.00	$ 200.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 200.00	$ 200.00	$ 2,352.00	$ 2,352.00	$ 3,507.50	$ 3,507.50	$ 1,000.00	$ 1,000.00	$ 1,875.00	$ 1,875.00
18.	Traffic Control Per Texas MUTCD	1	LS	$ 350.00	$ 350.00	$ 1,500.00	$ 1,500.00	$ 2,065.00	$ 2,065.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 1,200.00	$ 1,200.00	$ 2,940.00	$ 2,940.00	$ 10,500.00	$ 10,500.00	$ 11,000.00	$ 11,000.00	$ 2,500.00	$ 2,500.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 18					$ 117,970.00		$ 145,125.00		$ 152,644.00		$ 153,073.00		$ 156,187.50		$166,125.00		$171,935.00		$180,320.00		$ 193,815.90		$ 225,524.75		$289,765.00		$ 299,377.44
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 18					$ 117,970.00		$ 145,125.00		$ 152,644.00		$ 153,073.00		$ 156,187.50		$166,125.00		$171,935.00		$180,320.00		$ 193,815.90		$ 225,524.75		$289,765.00		$ 299,377.44

Reviewed by _____

Bids Received: 1:30 P.M., October 26, 2021

STRAND ASSOCIATES, INC.
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

2021 CDBG WALNUT DRIVE WATER MAIN REPLACEMENT
HUD#B-20-UC-48-0005, CFDA#14.218
CONTRACT 4-2021
CITY OF RICHWOOD, TEXAS

BID ALTERNATIVE NO. 1

				Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433		Bull-G Construction, LLC 8519 Cedel Drive Houston, TX 77055		JTM Construction, LLC 3709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583		G&A Boring Direccional, LLC 10414 Peach Street Houston, TX 77093		On Par Civil Services 411 North Street, Suite 1 Houston, TX 77009		Macer Xpress, LLC 8515 Glenheath Houston, TX 77061		R & E Link, LLC 4057 Riley Fuzzel Road, Suite 500, #244 Spring, TX 77386		Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566		Spectra General Contractors, Inc. 5361 Highway Boulevard Katy, TX 77494		AR Turnkee Construction Co. P.O. Box 925985 Houston, TX 77292		Green Dream International, LLC 32 West 8th Street, Suite 607 Erie, PA 16501	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Remove Base Bid Item No. 16. Sodding and Restoration and Replace W/ Seeding and Restoration.	1	LS	$ 1,800.00	$ 1,800.00	$ 5,000.00	$ 5,000.00	$ 4,356.00	$ 4,356.00	$ 500.00	$ 500.00	$ 4,500.00	$ 4,500.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 3,600.00	$ 3,600.00	$ 5,496.00	$ 5,496.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 1,237.50	$ 1,237.50
ENGINEER'S COMPUTED TOTAL ITEM NO. 1					$ 1,800.00		$ 5,000.00		$ 4,356.00		$ 500.00		$ 4,500.00		$ 2,000.00		$ 3,000.00		$ 3,600.00		$ 5,496.00		$ 3,000.00		$ 3,000.00		$ 1,237.50
CONTRACTOR'S COMPUTED TOTAL ITEM NO. 1					$ 1,800.00		$ 5,000.00		$ 4,356.00		$ 500.00		$ 4,500.00		$ 2,000.00		$ 3,000.00		$ 3,600.00		$ 5,496.00		$ 3,000.00		$ 3,000.00		$ 1,237.50

Reviewed by _____

MEMORANDUM

To: Richwood City Council

From: Clif Custer

Date: 11/04/2021

Subject: Walnut Drive, CDBG Contract Award

On October 26th 2021, a bid opening was hosted at Richwood City Hall for 2021 CDBG Walnut Drive Water Main Replacement Project. Out of the twelve submitted bids, the apparent low bidder for the project was Scohil Construction Services, LLC with a combined Base Bid and Bid Alternative cost of $119,770.00. The bid alternative specification for this project represents the use of sod instead of grass seeding in areas of excavation.

Bid Tabulations have been reviewed Strand Associates and myself. Scohil Construction Services, LLC have been deemed a responsive and responsible bidder. I am requesting a motion from Council to award 2021 CDBG Walnut Drive Water Main Replacement, HUD#B-20-UC-48-0005, CFDA#14.218, Contract 4-2021 to Scohil Construction Services, LLC.

ORDINANCE NO. 21-482

AN ORDINANCE BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS, AMENDING CHAPTER 3 – ANIMALS, ARTICLE I – GENERAL, SECTION 3-9; PROVIDING FOR A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, on October 11, 2021, City Council heard from residents requesting to amend the ordinance regulating nuisances animals within the City of Richwood;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS:

Section 1: That Section 3-9. - Unrestrained and nuisance animals.

(a) It shall be the duty of the humane officer or his duly authorized assistants, or any police officer of the city to pick up unrestrained animals or nuisance animals.

(b) It shall be a violation of this ordinance for any person to keep, own, possess, harbor, or allow to remain upon premises under his control an unrestrained or nuisance animal.

(c) An unrestrained or nuisance animal, excluding felines, is one which is not:

(1) Inside the animal owner's fenced yard;

(2) At the end of a leash controlled by a responsible person;

(3) In the animal owner's, or individual with the animal owner's consent, house, apartment or completely enclosed structure, such as kennel, cage, etc.;

(4) Tied or staked upon open or unfenced land;

(5) On a real property controlled by the owner; or

(6) Restrained by other means such as electric collars, underground fences, etc.

(d) A nuisance animal is one which:

(1) Molests or attacks people;

(2) Attacks other animals;

(3) Is repeatedly at large;

(4) Damages private or public property;

(5) Disturbs any person of ordinary sensitivity, including but not limited to the act of continual barking, howling or yowling that continues for more than 10 minutes.;

(6) Creates an offensive odor.

Section 2: Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Richwood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 3: Repeal. All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

Section 4: Penalty. Any person who violates this article shall be guilty of a misdemeanor, and upon conviction thereof shall be fined as provided in section 1-6 of the Code of Ordinances of the City of Richwood

Section 5: Effective date. The city secretary shall publish the caption of this ordinance and this ordinance shall be effective and in full force immediately upon its passing and adoption.

PASSED, APPROVED, AND ADOPTED this 08th day of November, 2021.

_____

Steve Boykin, Mayor

ATTEST:

_____

Kirsten Garcia, City Secretary

APPROVED AS TO FORM:

_____

R.P. Matthew Allen, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS

BRAZORIA COUNTY

THIS AGREEMENT, entered into and executed by and between the **City of Richwood,** a body corporate and politic under the laws of the State of Texas, hereinafter called "**City**", and

BBG Consulting, Inc.
Kevin Taylor, President
201 Westheimer Road #G
Houston, TX 77006
P: 972-746-6671
ktaylor@BBGcode.com

Hereinafter called "**Consultant**".

WHEREAS, the **City** desires to contract with the **Consultant** for professional Inspection and services as discussed below;

WHEREAS, the **Consultan**t represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follow:

SECTION I
SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain services as defined in "Exhibit A" attached hereto and made a part hereof, hereinafter sometimes called "Scope of Work", and for having rendered such services, the **City** agrees to pay the **Consultan**t compensation as stated in "Exhibit "B" describing pricing is also included and sets forth the specific fees applicable to the scope of work.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in "Exhibit A" attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

SECTION III
TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **November 3rd, 2021** until the time when the agreed upon maximum contract amount is reached. This contract may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** ninety (90) day written notice**. Consultant** will be due the portion of the fees earned up to the time of termination.

SECTION IV
COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and **Consultant's** performance. **Consultant** agrees that the **City** shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by **Consultant** pursuant to this Agreement, and **Consultant** shall and does hereby agree to indemnify and hold harmless the **City**, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of **Consultant,** its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

SECTION V
THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit A"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City.**

SECTION VI
TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within 30 days of the end of each calendar month during the performance of the individual assignments, **Consultant** shall submit to the **City**, an invoice in a form acceptable to the **City.** This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the **Consultant** to the **City**. The approval or payment of any such invoice shall not be considered to be evidence of performance by the **Consultant** to the point indicated by such invoice or of the receipt of or acceptance by the **City** of the work covered by such invoice.

SECTION VII
ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the Building Official, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

BBG Consulting, Inc..
ATTN: Kevin Taylor
5925 Almeda Rd #11406
Houston, TX 77004

SECTION VIII
SUCCESSORS AND ASSIGNS

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

SECTION IX
MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City.**

SECTION X
MODIFICATIONS

This instrument, including Exhibit A, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XI
AUTHORITY OF
CITY MANAGER

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the City Manager of the **City of Richwood**. The City Manager (or designated authority) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the **Consultant** and the decisions of the City Manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Manager to alter, vary or amend this Agreement.

SECTION XII
MISCELLANEOUS

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.

3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.

5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.

7. Attorney Fees and Costs. The prevailing party in any dispute or legal proceedings enforcing this Agreement shall be entitled to recover its attorney's fees, witness fees, litigation expenses and costs, as same are reasonable and necessary, to be paid by the non-prevailing party.

8. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.

9. Insurance. Consultant agrees to name the **City of Richwood** and its interests as a certificate holder on consultant's insurance policy per attached document.

10. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City.**

11. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement neither the **Consultant**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

This document and included instrument is the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said **City of Richwood** has lawfully caused these presents to be executed by the City Manager of said **City**, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said **Consultant,** acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

DONE at **City of Richwood**, Texas on the_____day of_____, 2021.

By: _____
Eric Foerster, City Manager

_____
Date

ATTEST:

_____
By: Kirsten Garcia, City Secretary

_____
Date

CONSULTANT

_____
President, BBG Consulting, Inc.

_____
Date

Exhibit "A"

Scope of Work:

Building Official, Engineering and City Planner Services. The Consultant shall provide the **City of Richwood** with a qualified **Building Official, Engineer and City Planner** to perform duties as needed in order to assist the Building Department in implementing procedures to make the building department more effective advise and assist with engineering reviews, Zoning ordinance review and edits, project management or other services as requested. Consultant's staff shall make a diligent effort to recommend and implement agreed upon improvements. The City from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. The final interpretive authority rests with the City. The services detailed shall be performed at an hourly rate for a fee as detailed in table 1 of exhibit B.

Inspections. Inspections shall be performed upon notification of inspection request from The City. All reasonable effort shall be made by BBG Consulting to perform inspections when, at the request of The City, there is a need for immediate services. Such inspections shall be performed at no additional cost to The City. BBG Consulting will provide next day inspection services for all inspection request received before 6 pm. Inspection only services for all projects will be provided on a stop per day basis fees will be as detailed in the table 2 of exhibit B.

Plan Review Services. All reasonable effort shall be made by BBG Consulting to perform plan reviews when, at the request of The City, there is a need for immediate services. Plans shall be picked up by BBG within 48 hours from the time of notification from The City, BBG shall return the plans to The City with typed comments within seven business from the original date of notification. Plan review services shall be performed for a fee as detailed in Table 3 of Exhibit B.

Exhibit "B"
Fee Details

Table 1. Hourly Rates

Commercial and Residential Inspections Services	
Building Official	$60.00
Principal Planner	$95.00
Planner I	$65.00

Table 2. Inspection Fee:

Commercial and Residential Inspections Services	
Minimum Charge (includes 2 inspections)	$105
Price per stop for each inspection in excess of 2	$45/stop

Table 3. Plan review services

Plan review services	
Service	**Fee**
Commercial Plan Review Services less than 1,000,000 and more than 150,000.	30% of the Permit Fee
Commercial Plan Review 1,000,000 and over	25% of the Permit Fee
Commercial Small Project (150,000 valuation or lower)	$125.00 per commercial project
Misc. Permit Review	$75.00 per review
New Home Review	$150.00 per review
Residential Master Plan Review for K-Hovnanian Homes	$85.00 per Master Plan Review

Table 4. Engineering Services – Civil

Civil Plan Review Services	
Senior Engineer	$250.00 an hr.

Sincerely,

Kevin Taylor CBO, MCP
President
BBG Consulting, Inc.
ktaylor@bbgcode.com
972-746-6671

ORDINANCE NO. 21-483

AN ORDINANCE BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS AMENDING APPENDIX C – FEE SCHEDULE OF THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2019, adopted Ordinance 19-465 amending fees for water, sewer, and solid waste collection services**;**

WHEREAS, the City wishes to amend the current fee schedule to amend Appendix C – Fee Schedule to adjust solid waste and civil engineering service fees.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS:

Section 1: That APPENDIX C – Fee Schedule is hereby amended to read as attached to this ordinance.

Section 2: That if any provision of this ordinance or application thereof to any person or circumstance is held invalid by any court, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City, hereby declares that it would have enacted such remaining portions despite any such invalidity.

Section 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4: That this ordinance shall be in effect November 8, 2021.

Passed and Approved on this 8th day of November 2021.

_____
Mayor

ATTEST:

_____
Kirsten Garcia, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

APPENDIX C – FEE SCHEDULE

Park and Facility Rental Fees		
FACILITY	**RENTAL FEE** ***Add $50 if alcohol will be served**	**DEPOSIT**
James Vera Ball Field / Soccer Fields Stop 1-3	N/A	$100
PK Forrest Building	$150/day – Residents* $175/day – Non-Residents*	$100
Richwood Municipal Pavilion	$125/day – Residents* $150/day – Non-Residents*	$100
Bobby Ford Park	$75/day – Residents* $100/day – Non-Residents*	$50
Moonwalk Waterslide Inflation **(Liability Insurance must be provided)**	$25 each	N/A
Police Security Fee	$35.00 / hour / officer	

APPLICATION AND PROCESSING FEE (ALL PERMITS)	
Processing Fee (all permits subject to)	$50.00
Resubmittal Fee (After two submissions)	$100.00
Major Revision of approved plans	$100 h/r
Major Revision of approved drainage plans	$200 h/r
Plan Review Fee	50% of permit fee
BUILDING PERMIT FEES	
(permit fee will be doubled if work is started prior to obtaining a permit)	
TYPE OF PERMIT	**Fee**
New Residence* (includes pool houses and accesory structures with conditioned space)	$.48/sq.ft.
Additions * (patio covers, carports, additional rooms)	$150.00 or $.48/sq.ft.. Whichever is greater
Remodels (total square-footage of space, area or room)*	$100.00 or $.48/sq.ft.. Whichever is greater
Swimming Pools*	$350.00
Spas (cast in place concrete only)*	$100.00
Accessory Buildings* (storage shed, detached garage or any other structure without conditioned space)	$150.00
Re-Roofing	$50.00

Flatwork (driveway, sidewalk patio slab extension)	$50.00
Demolition	$50.00
Foundation repair*	$50.00
Generator*	$100.00
Carport*	$100.00
Re-inspection	$60.00
Partial inspection	$60.00
Sameday or off schedule inspection	$130.00
***Subject to Plan Review Fee**	
All permits are subject to the processing fee	*$50.00*

ELECTRICAL PERMIT FEES

(permit fee will be doubled if work is started prior to obtaining a permit)

TYPE OF PERMIT	**Fee**
New Residence	$100.00
Remodel/Addition/pool	$100.00
Accessory structure	$100.00
Minimum permit fee	$50.00
Re-inspection	$65.00
Partial inspections	$65.00
Sameday or off schedule inspection	$130.00
All permits are subject to the processing fee	*$50.00*

MECHANICAL PERMIT FEES

(permit fee will be doubled if work is started prior to obtaining a permit)

TYPE OF PERMIT	**Fee**
New Residence	$150.00
Remodel/Addition	$100.00
Accessory structure	$100.00
HVAC Repair or replacement	$50.00
Minimum permit fee	$50.00
Re-inspection	$65.00
Partial inspections	$65.00
Sameday or off schedule inspection	$130.00
All permits are subject to the processing fee	*$50.00*

PLUMBING PERMIT FEES

(permit fee will be doubled if work is started prior to obtaining a permit)

TYPE OF PERMIT	**Fee**
New Residence	$150.00
Remodel/Addition/pool	$100.00
Accessory structure	$100.00
Water Tap	$575.00
Sewer Tap	$575.00
Irrigation Systems*	$50.00
Remodel/Addition	$100.00

Water heater replacement	$50.00
Minimum permit fee	$50.00
Re-inspection	$65.00
Partial inspections	$65.00
Sameday or off schedule inspection	$130.00
***Subject to Plan Review Fee**	
All permits are subject to the processing fee	*$50.00*

Commercial Building Permit Fees	
$1,000 & Less	$20.00 Base Fee
$1,001 to $50,000	$20.00 for the first $1,000 plus $5.00 for each additional thousand or fraction thereof
$50,001 to $100,000	$260.00 for the first $50,000 plus $4.00 for each additional thousand or fraction thereof
$100,001 to $500,000	$460.00 for the first $100,000 plus $3.00 for each additional thousand or fraction thereof
$500,001 and Up	$1660.00 for the first $500,000 plus $2.00 for each additional thousand or fraction thereof

SUBDIVISION PERMIT FEES	
Plan Review Fees	
$1,500.00	Up to 10 sheets
$150.00	Per sheet above 10 sheets
50% of Original Fee	Review fees after 3 Submittals
Traffic Impact Analysis	
$2,000.00	100 - 5,000 trips generated
$3,000.00	5,001 - 15,000 trips generated
$4,000.00	For greater than 15,000 trips generated

Public Infrastructure Inspection Fees	
$150.00 per hour	8:00 a.m. to 5:00 p.m.
$250.00 per hours	After hours, weekend, or holiday inspections
Civil Engineering Service Fees	
$250.00 per hour	

Utility (Water, Sewer, Solid Waste) Fees	
Utility Deposits	
COMMERCIAL/RESIDENTIAL (OWNER)	$100.00
RESIDENTIAL (TENANT/RENTER)	$150.00

Water Rate Fees and Charges	
GALLONS INCLUDED IN BASE RATE	2,000
PER MONTH Minimum monthly charge	$29.79
Monthly usage in excess of 2,000 gallons but below 20,000 gallons	$4.90 Per each additional 1,000 gallons of usage
Monthly usage in excess of 20,000 gallons	$5.10 Per each additional 1,000 gallons of usage
Sewer Rate Fees and Charges	
GALLONS INCLUDED IN BASE RATE	GALLONS INCLUDED IN BASE RATE

PER MONTH Minimum monthly charge	PER MONTH Minimum monthly charge
Amounts in excess of 2,000 gallons	Amounts in excess of 2,000 gallons
~~Solid Waste Collection Fees~~	
~~PER MONTH~~ ~~Includes one garbage and one recycle bin~~	~~$18.85~~
~~ADDITIONAL BIN CHARGE~~ ~~PER MONTH~~	~~$7.00~~
~~ACCUMULATION OF BULK WASTE IN~~ ~~EXCESS OF 5 CUBIC YARDS~~	~~$20.00 per cubic yard~~
New/Revised Solid Waste Collection Fees	
PER MONTH Includes one garbage and one recycle bin	$19.91
ADDITIONAL BIN CHARGE PER MONTH	$7.39
ACCUMULATION OF BULK WASTE IN EXCESS OF 5 CUBIC YARDS	$20.00 per cubic yard
Water and Sewer Base Discount	
OVER 65 DISCOUNT	$7.50
Any person who meets the criteria of "Voting member" of the Richwood Volunteer Fire Department as defined by their Constitution and By-Laws, or any member of the Richwood City Council, will receive the first 4,000 gallons free and then be charged $4.90 per each additional 1,000 gallons of usage	
Solid Waste Collection Discount	

OVER 65 DISCOUNT	$1.50

WASTE CONNECTIONS INC.
Connect with the Future®

October 22, 2021
City of Richwood
Attn: Cliff Custer
1800 Brazos Port Blvd N,
Richwood, TX 77531

RE: Annual Rate Adjustment

Dear City

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Richwood. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Richwood.

Each year we evaluate the CPI-U, costs per our contract with the city. This year the CPI-U adjustment is 5.62%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the July billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Chris Robert
District Manager
Waste Connections of TX
Christopher.Robert@wasteconnections.com

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02,CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.910	398.720		
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416		
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934				516.786	

28.178
5.62%

City of Richwood
TEXAS

AGENDA MEMORANDUM

ITEM

CONTACT: Eric Foerster, City Manager

SUBJECT: Discussion of the Hazard Mitigation Project (Harvey DR-4332)

SUMMARY: Review grant information- the grant match increase to 2,188,925.00

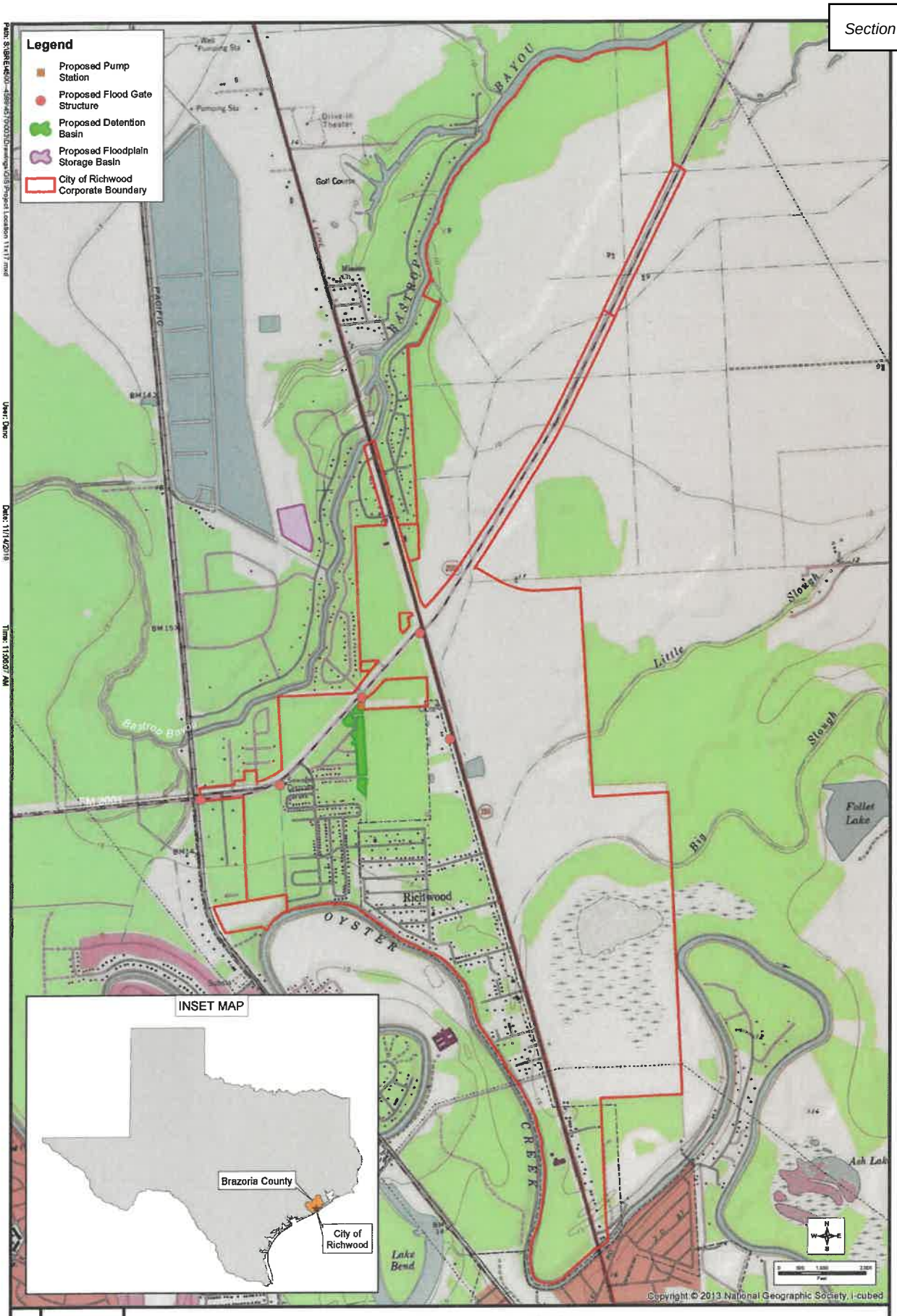
FISCAL IMPACT: At some point, if approved, we would have to come up with the 2,188,925.00 in matching funds should the project move forward.

RECOMMENDATION: To continue with grant the grant opportunity if that is the direction City Council desires to go.

Notes	Region Number	District Number	County	Applicant Name	Proj F#	Project Type	Application Title	Amount	Federal Share Amount	Local Share
	2 - Southeast Texas	16B	Brazoria	Richwood	276	Drainage	Bastrop Bayou Flood Gates & Detention Pond	$8,755,700.00	$6,566,775.00	$2,188,925.00

Thank you,

Eric Foerster- City Manager

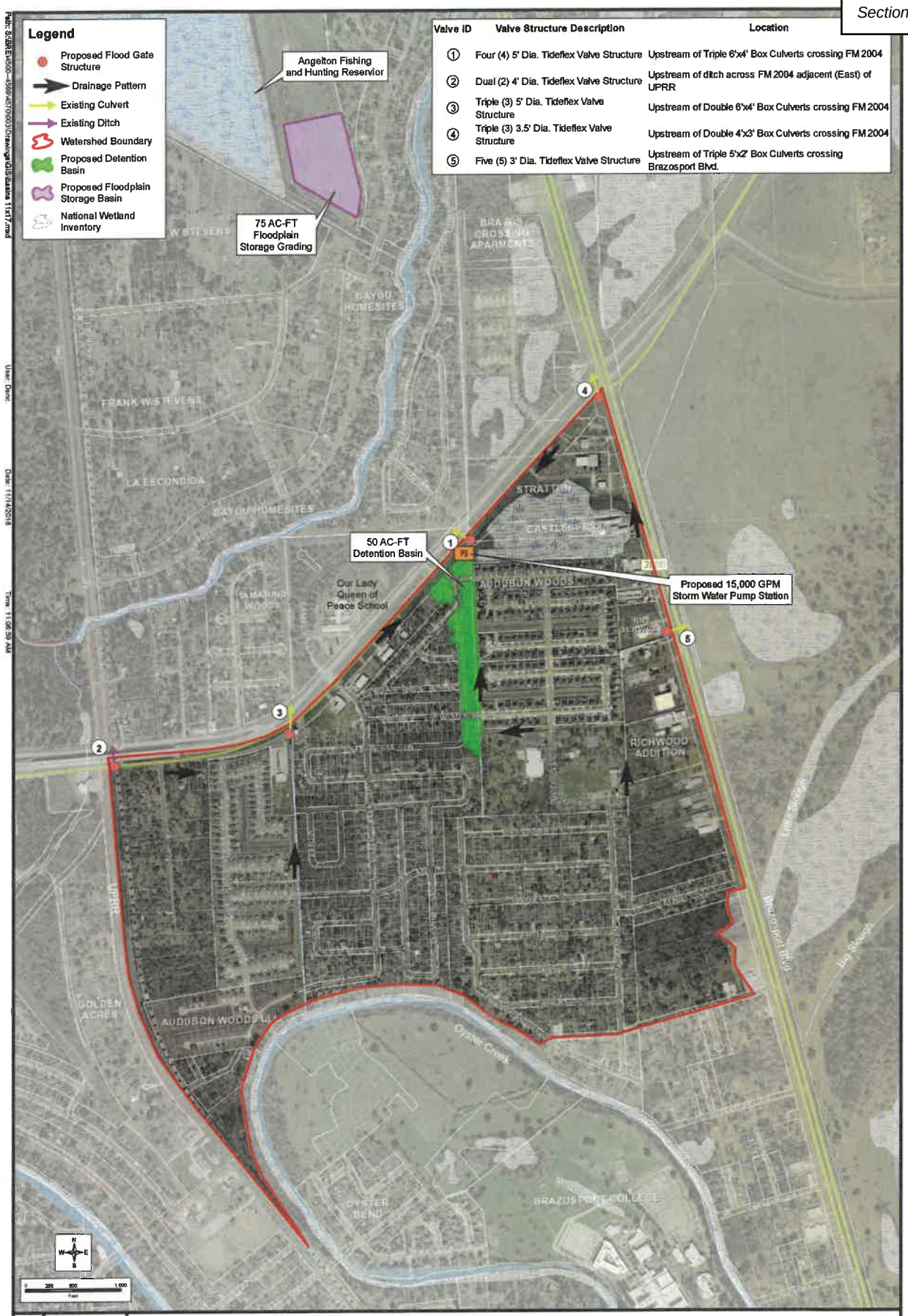


PROJECT LOCATION MAP

BASTROP BAYOU FLOOD GATES AND DETENTION POND
CITY OF RICHWOOD
BRAZORIA COUNTY, TEXAS

STRAND ASSOCIATES®

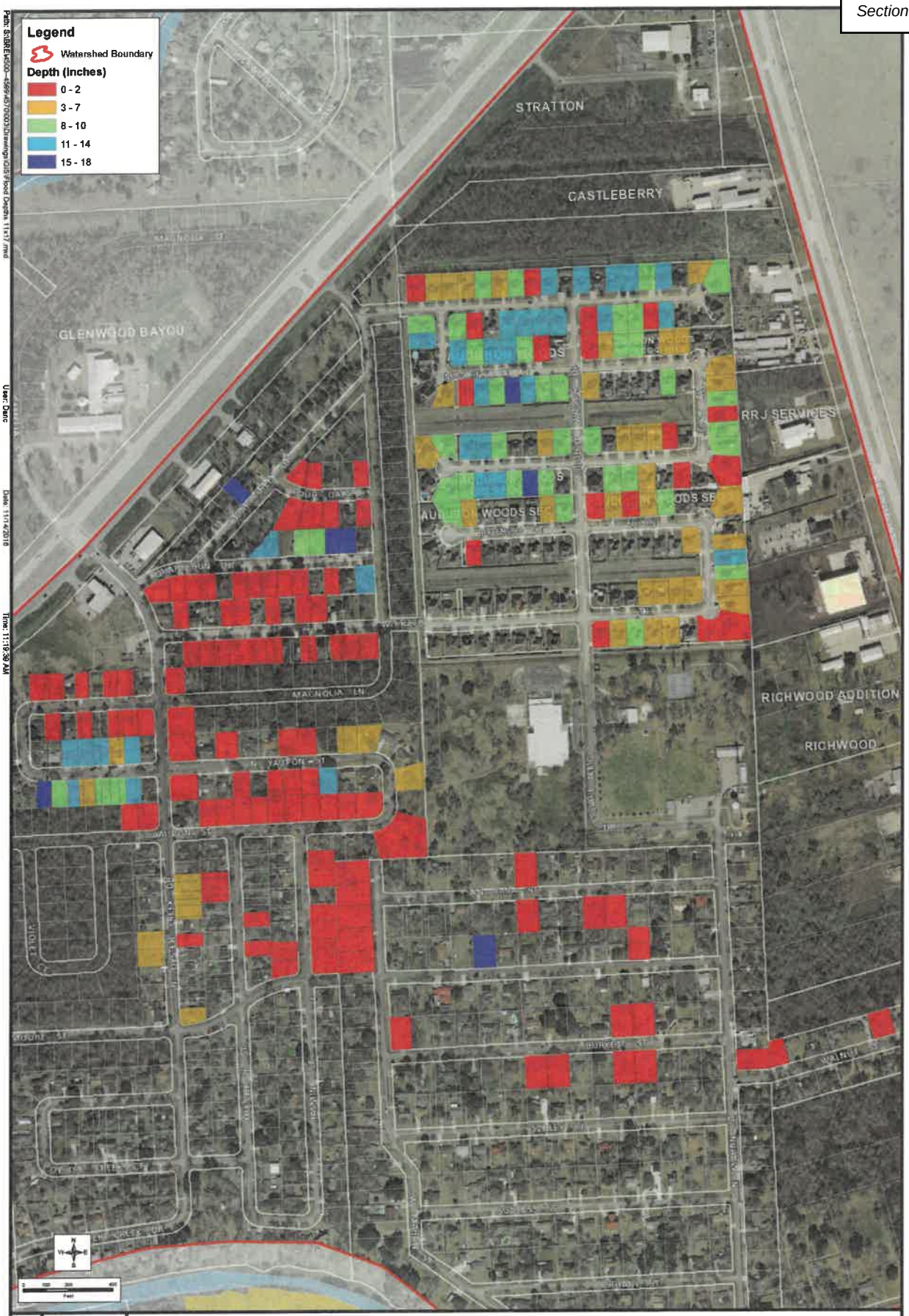
FIGURE 1
4570.003



PROJECT OVERVIEW MAP

BASTROP BAYOU FLOOD GATES AND DETENTION POND
CITY OF RICHWOOD
BRAZORIA COUNTY, TEXAS

STRAND ASSOCIATES
FIGURE 2
4570.003



HURRICANE HARVEY FLOODING MAP

BASTROP BAYOU FLOOD GATES AND DETENTION POND
CITY OF RICHWOOD
BRAZORIA COUNTY, TEXAS

STRAND ASSOCIATES®

FIGURE 3
4570.003

Texas Division of Emergency Management
Recovery, Mitigation and Standards

Section 404 Hazard Mitigation Grant Program (HMGP)
Application Introduction, Instruction, and Information

INTRODUCTION

The Hazard Mitigation Grant Program (HMGP) assists states and local communities in implementing long-term hazard mitigation measures following a major disaster. The funding for this program is based on a 75/% federal and 25% local cost share. Further information concerning Texas' involvement in the HMGP can be found in the current Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Administrative Plan.

If you require technical assistance with this application, or to request a copy of the current TDEM Hazard Mitigation Grant Program Administrative Plan please contact Texas Division of Emergency Management, Recovery, Mitigation and Standards (TDEM/RMS), Mitigation Section at (512) 377-0023 or TDEM-Mitigation@dps.texas.gov.

INSTRUCTIONS

The application and attachments can be found on the following websites:

http://www.dps.texas.gov/dem/ThreatAwareness/hurricaneHarveyInfo.htm

https://grants.dps.texas.gov/

Please complete ALL sections and provide the documents requested. All questions must be answered completely and accurately. TDEM and the Federal Emergency Management Administration (FEMA) staff reviewing the application will not be familiar with your community, the specific project area, and the need for the proposed project. Therefore, it is the responsibility of the applicants to ensure the application addresses all of the questions and requirements. This is particularly important given the competitive nature of the grant program. If you are unsure as to the meaning of a particular question, contact TDEM for clarification.

ELIGIBILTY

TDEM, as the grantee, is responsible for ensuring applicants meet the eligibility requirements and projects are eligible for HMGP funding.

Applicant Eligibility:

1. HMGP projects must be from an eligible applicant. (i.e., Municipality, City, County, Special District, Tribe, Eligible Nonprofit Agency, or Organization).
2. Applicant must have an approved hazard mitigation plan. For private non-profit organizations, the community where the project is located must have an adopted plan.

Project Eligibility:

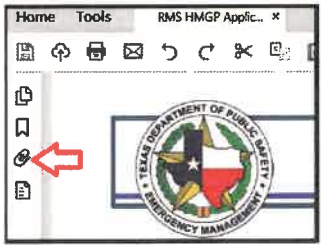
1. Projects cannot be retroactively funded through HMGP. Therefore, projects already in progress or completed will not be considered.
2. HMGP projects must comply with the FEMA approved state and applicable local hazard mitigation plan.
3. HMGP projects must meet all applicable codes and standards for the project locale (i.e., construction, public notifications, etc.).
4. HMGP projects must have a direct beneficial impact upon the designated disaster area, whether or not the project is located in the designated area.
5. HMGP projects must comply with 44 Code of Federal Regulations (CFR) part 9, Floodplain Management and Protection of Wetlands and 44 CFR, part 10, Environmental Considerations.
6. HMGP projects must solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed. Projects that merely identify or analyze hazards or problems are not eligible.
7. HMGP projects must be cost effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster.
8. HMGP projects must provide the best solution. Sub-applicants must demonstrate that after consideration of a range of options for the mitigation measure, it has been determined that the proposed project is the most practical, effective, and environmentally sound solution.

Project Eligibility - Continued

9. HMGP projects must contribute to a long-term solution that is the most practicable. Ideally, it should integrate hazard mitigation principles with existing programs and overall community planning.
10. HMGP projects must consider long-term effects. Projects should address, when applicable, long-term changes to the areas and entities it protects, and ensure manageable future maintenance and modification requirements.
11. HMGP projects must address a problem that has been repetitive or that possesses a significant risk if left unsolved.
12. HMGP projects must cost less than the anticipated value of the reduction in both direct damage and subsequent negative impacts to the area if future disasters occur.

ATTACHMENTS

Below are the attachments related to this application. You can access the attachments by clicking the paper clip symbol on the left side of the form (see image below).



Attachment List

1. Budget Worksheet
2. Budget Worksheet Instructions
3. Designation of Subrecipient Agent (DSA) Form (Note: See Grant Management System for additional information below)
4. Environmental Historical Preservation (EHP) Checklist
5. FEMA Benefit Cost Analysis (BCA)Toolkit Instructions to Install
6. Property Site Inventory Worksheet *(Required for Acquisition, Elevation, and Mitigation Reconstruction projects)*
7. Three SF424 Forms (SF424-Application for Federal Assistance, SF424B-Non-Construction Assurances and SF424D-Construction Assurances)
8. FEMA Form Certifications Regarding Lobbying
9. FEMA Form Disclosure of Lobbying Activities

REQUIRED DOCUMENTATION

Below is the minimum required documentation that must be submitted with the application.
Note: This is not an all inclusive list since requirements may vary depending on project type and the sub-applicant.

1. Application (with supporting documents used for additional space or to clarify answers)
2. Map(s), Photo(s), Drawing(s), etc. as required in the application
3. EHP Checklist
4. FEMA Insurance Rate Map (FIRM) per the EHP Checklist
5. Supporting Documentation per EHP Checklist
6. Budget Worksheet
7. Property Site Inventory Worksheet *(Required for Acquisition, Elevation and Mitigation Reconstruction projects)*
8. BCA zip file
9. Certification and Signature of Authorized Agent (page 10 of the application)
10. Floodplain Manager Authorization Form (page 11 of the application)
11. DSA Form
12. All three SF424 forms (SF424, SF424B and SF424D)
13. FEMA Form Certifications Regarding Lobbying (also includes Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements)
14. FEMA Form Disclosure of Lobbying Activities (Complete to disclose lobbying activities pursuant to 31U.S.C.1352)

GRANT MANAGEMENT SYSTEM (GMS)

The Division of Emergency Management uses the GMS on-line system to manage the HMGP and other FEMA grant programs. For more information and to register for access please visit https://grants.dps.texas.gov/index.cfm.

Note: The DSA Form provides the information needed to set up the contact information in the system.

Texas Division of Emergency Management
Recovery, Mitigation and Standards

Section 404 Hazard Mitigation Grant Program (HMGP)
Application Form

Disaster Declaration #: FEMA-4332-DR-TX **Declaration Date:** August 25, 2017

SUB-APPLICANT INFORMATION

Name of Sub-applicant Organization/Agency: City of Richwood

Address: 1800 North Brazosport Boulevard

City: Richwood **County:** Brazoria **State:** TX **Zip:** 77531

Primary Contact Name: Michael Coon **Title:** City Manager

Email: mcoon@richwoodtx.gov **Office Phone:** (979) 265-2082 **Cell:**

Secondary Contact Name: Clif Custer **Title:** Director of Public Works

Email: ccuster@richwoodtx.gov **Office Phone:** (979) 265-2082 **Cell:**

Check One:
☐ State Government ☑ Local Government ☐ Federally Recognized Tribe ☐ Private Non-Profit

Tax ID #: **DUNS #:** (Data Universal Numbering System) **FIPS Code:**

State Legislative House District(s): 12 **State Legislative Senate District(s):** 14

Congressional House District(s): 25

National Flood Insurance Program (NFIP) Community Identification #: 485502
(This number can be obtained from the FIRM map for your area)

NFIP Community Rating System Class # (if available):

PROJECT INFORMATION

Project Title: Bastrop Bayou Flood Gates and Detention Pond

Application Type: (select from the following)
☑ Standard HMGP ☐ 5% Initiative ☐ Planning ☐ Phased Project

Project Type: (select from the following)
☐ Acquisition ☐ Elevation ☐ Residential Saferoom ☐ Community Saferoom
☑ Drainage ☐ Generator ☐ Wildfire ☐ Structural Retrofit
☐ Other:

Hazards to be Mitigated: (select from the following)
☑ Flood ☐ Wind ☐ Wildfire ☐ Subsidence ☐ Storm Surge
☐ Other:

Note: A Property Site Inventory Worksheet (see attached) is required for Acquisition, Elevation, and Mitigation Reconstruction projects.

SCOPE OF WORK

Project Description:
Description must include: what hazard(s) the project will address, type of project (drainage, safe room, fuel reduction, buy-out, etc., and/or infrastructure), step by step description of the major elements of the project (contracting, construction elements, close-out, etc.), and how the project will be accomplished by the end of the 36 month period of performance (PoP). Attach extra pages as necessary.

Project Description included in attached Scope of Work Document (Scope of Work.docx)

Project Objectives - Problem Solutions/Hazard Reduction:
Description must include: how the project will independently solve the problem, the level of protection provided by the project, how the project will increase the level of protection to the citizens and/or properties, the number of people and properties that will directly benefit from the project, and how the project will ultimately reduce the costs associated with recovery from future disasters. Attach extra pages as necessary.

Project Objectives - Problem Solutions/Hazard Reduction in attached Scope of Work Document (Scope of Work.docx)

Project Objectives - Outcome, Level of Effort and Milestones:
Description must include: major milestones for the project (contracting complete, final engineering/design complete, mobilization for construction, construction phase(s), activities associated with these steps, percentage of total project budget or dollar amounts associated with these steps. Attach extra pages as necessary.

Project Objectives - Outcome, Level of Effort and Milestones in attached Scope of Work Document (Scope of Work.docx)

Milestones/Timeline:
List the major milestones (e.g. designing, engineering, permitting, etc.) for the project by providing an estimated timeline for the critical activities not to exceed a 36 months. These milestones should correspond with the Project Objective description above and budget. For the Starting Month column below, please enter the month (1 through 24) you will begin this milestone once once you receive your award (i.e. Month 1 would be the same month as your performance period start date, Month 36 is the last month of your performance period.) For the Mos. to Complete column, please enter the number of months it will take to complete the milestone. (See examples below)

	Milestone	Starting Month	Est. Mos. to Complete
1.	Design engineering consultant procurement and contracting	Month 1	2 months
2.	Topographic Survey and Preliminary Engineering Design, including hydrologic and h	Month 2	5 months
3.	Easement and Regulatory Agency Coordination and Permit Approvals	Month 2	9 months
4.	Final engineering and preparation of final bid package(s)	Month 5	11 months
5.	Construction contract bidding and contract award	Month 11	12 months
6.	Construction through final completion (All project elements)	Month 12	20 months
7.	Final inspection and preparation of project record drawings	Month 20	22 months
8.		Month #	# Mos to Comp
9.		Month #	# Mos to Comp
10.		Month #	# Mos to Comp

Project Objectives - Project Staff and Management:
Description must include: how the sub-applicant will organize and manage the project to ensure successful completion within the project period of performance, a brief description of all staff associated with the project by position and what their role and responsibilities are for completing the project within the period of performance. Attach extra pages as necessary.

Project Objectives - Project Staff and Management in attached Scope of Work Document (Scope of Work.docx)

Damage History - Overview of Past Damage:
Provide a detailed past history of damages in the project area including approximate costs. Include information for Presidential or Federal level disasters as well as State or local level declarations. Attach any supporting documents. Costs should include damages to structures and infrastructure in the project area as a result of the hazard. Additional costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, losses of public services, and costs for temporary housing of the affected population, etc. **This section helps demonstrate the need for the project.**

Note: *Acquisition, Relocation, Elevation, or Demolition Project:*
Complete a listing of specific damages to each property on a separate spreadsheet and include as an attachment.

Date	Level of Event	Type or Extent of Damage	Total Cost of Damage
09/06/17	100-year return interval (El. 13.1 NAVD)	Structures & Infrastructure	
03/15/18	Recurrence Interval Unavailable	Structure & Infrastructure	

Project Location:
Fully describe the location of the proposed project. Describe the area and/or population affected or protected by this project. Include the location if possible (street address with numbers or neighborhood, city, county with zip codes, Lot, Block or Survey). Provide GPS reading (Lat/Long) of the project site in degrees decimal minutes to 5 places if possible (i.e.: 30.326958 / -97.724750). Attach a separate spreadsheet for multiple latitude/longitude coordinates and descriptions as needed.

Latitude:_____ **Longitude:**_____

Description:

Gate #5	29.06755269	-95.40834806
Gate #4	29.07429584	-95.41029466
Gate #1	29.0703601	-95.41463559
Gate #3	29.06500449	-95.42072446
Gate #2	29.064257	-95.42641807
Pump Station	29.06996445	-95.41486357
South Pond	29.06752531	-95.41484195
North Pond	29.08133082	-95.41900455

Population and Structures Affected by Project:
Indicate the approximate number of people affected by this project to include residents, customers, commuters, or visitors, etc. Provide the number of each type of structure (listed below) in the project area. Include all structures directly affected in project area.

- [ ] Number of people affected
- [ ] Number of residential properties
- [ ] Number of businesses / commercial properties
- [ ] Number of public buildings
- [ ] Number of schools
- [ ] Number of hospitals / medical clinics
- [ ] Other (List):

MAPS

Two maps must be provided with your application. One must show the general location of the project site and the other must show the specific project site. In certain cases when there are no maps available, substitute with an overview photo, drawing or sketch. Ensure it is legible, shows magnetic north, and has major landmarks noted for orientation.

Map Depicting Project Site: (check the boxes to indicate what type of maps are attached)

- ☑ City, County, or District scale map showing the entire project area with the project site and structures marked on the map.
- ☑ USGS 1:24,000 topographical map with project site marked on the map.(Map depicting relationship to existing features – natural and otherwise)
    1. Rivers, lakes, streams, wetlands, saltwater, etc.
    2. Geologic features, steep slopes, unstable areas
    3. Roads, bridges, buildings, etc.
- ☐ **For acquisition or elevation projects**, include a copy of the Parcel Map (Tax Map, Property Identification Map, etc). with each property in the project clearly marked on the map. ***Use SAME ID number as in the Property Site Inventory Worksheet.***

NOTE: On one or both of the maps and depending on the type of project, you may depict multiple requirements that are listed below, instead of a separate map for each.

Photos, Sketches, Drawings, Engineer Designs, etc:

These help clarify the project setting and the potential impacts of the project on the environment (soils, vegetation, hydrology, wildlife) and they assist in understanding the written description of the project, especially if contours and elevations are provided. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, drainage areas, etc; which affect the project site or will be affected by the project. If photos are provided, then FEMA may not need to conduct a site visit, thereby, reducing the review time. Include ALL engineering calculations and quantity determinations for this project. These are in addition to any map substitutions. Please check the box below for the items you are attaching to your applicaiton, if any:

- ☑ Photographs
- ☑ Sketches/Drawings
- ☑ Engineering Designs (including calculation and quantity determinations)
- ☐ Other

ENVIRONMENTAL HISTORICAL PRESERVATION (EHP) COMPLIANCE

Please complete the EHP Checklist (see attachment) and include in the application submission.

As a Federal agency, the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws, and Executive Orders, as applicable. Grant recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities (including installation of equipment), or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. More information about the EHP requirement can be found at the following links:

https://www.fema.gov/environmental-planning-and-historic-preservation-compliance

https://www.fema.gov/media-library/assets/documents/26621

Maps will also be required for this portion of the application. If you have photos, sketches, drawings, engineer designs, etc. that will help clarify the project location and structures, please be sure to include them with your application.

BUDGET INFORMATION

Please complete the Budget Worksheet attachment by following the attached "Budget Worksheet Instructions". You can access the attachment by clicking on the paper clip on the left side of the form.

Once the budget has been completed, provide the following information from the worksheet:

(Note: Enter numbers only (no $ or comma's) as the fields is automatically formated)

Total Project Costs:	$ 8,560,700.00
Applicants Cost Share:	$ 2,140,175.00
Federal Amount:	$ 6,420,525.00

Reminder: Applicant must include the Budget Worksheet when submitting the application

BENEFIT COST ANALYSIS

Applicants must demonstrate mitigation projects are cost effective. The Benefit Cost Tool Version 5.3 is used to perform benefit cost analysis for applications submitted under FEMA's Hazard Mitigation Assistance Grant Programs. To use this tool, you must first download the file from the website (see link below). If you have any questions about the new BCA software program, please contact the BC Helpline at bchelpline@dhs.gov or at 1-855-540-6744.

https://www.fema.gov/media-library/assets/documents/128334

Once the BCA has been completed, provide following information from the BCA:

(Note: Enter numbers only (no $ or comma's) as the fields is automatically formated)

Total Project Cost:	$ 8,560,700.00
Total Value of Project Benefits:	
Benefit Cost Ratio:	

Reminder: Applicant must include a zip file of the BCA when submitting the application

BCA Exceptions

- **Acquisition Projects** - The acquisition of structures that are declared Substantially Damaged (from any origin) and located in a riverine Special Flood Hazard Area (SFHA) on a preliminary or effective FIRM is considered cost effective.
- **Residential Safe Room Projects** - The pre-calculated benefit provides standardized Benefit-Cost Analysis (BCA) benefit values associated with residential safe rooms so that individual BCAs are not required, as long as the project costs do not exceed $5,421.32 (in Texas).
- **Acquisition and Elevation Projects** - The national average for benefits for acquisition and elevation projects is $276,000 for acquisition projects and $175,000 for elevation projects. **FEMA determined the acquisition or elevation of a structure located in the 100-year floodplain for which costs are equal to or less than the amount of benefits noted above is cost effective.** For projects that contain multiple structures, the average cost of all structures in the project must meet this criterion. There is no need for recipients to conduct a separate BCA for a structure that meets this criterion.
- A wind retrofit project is considered cost effective as long as the total project costs are less than the costs listed below:

Mitigation Package Type	*Roof Replacement Project*	*Maximum Costs*
Intermediate Protection	*No*	*$13,153*
Intermediate Protection	*Yes*	*$24,920*
Advanced Protection	*No*	*$40,252*
Advanced Protection	*Yes*	*$52,018*

CERTIFICATION AND SIGNATURE OF AUTHORIZED AGENT FORM

The Chief Elected Official (jurisdiction) or Executive Director (non-jursidiction) must certify the following statements before the project listed below will be considered for Hazard Mitigation Grant Program (HMGP) funding.

Name of Sub-Applicant (jurisdiction/non-jurisdiction) Identified in the Application:
(auto-populated from the first page of the application)

City of Richwood

Project Titles Identified in the Application:
(auto-populated from the first page of the application)

Bastrop Bayou Flood Gates and Detention Pond

To certify, please check the boxes and sign below:

- ☑ The undersigned will ensure all State and Federal requirements related to the HMGP funding are fulfilled.
- ☑ The undersigned understands that the jurisdiction/non-jursdiction applying for this grant is liable for the required matching funds (local share) related to the project listed above.
- ☑ The undersigned has reviewed and approved the project and information contained in the application.

Signature of the Authorized Agent

Name: Michael Coon

Title: City Manager

Signature: _____ **Date:** _____

FLOODPLAIN MANAGER AUTHORIZATION FORM

Please provide the following information for the designated Floodplain Manager for the project listed below.

Date: _____

Sub-Applicant: City of Richwood

Disaster Declaration: **FEMA 4332-DR-TX**

Project Title: Bastrop Bayou Flood Gates and Detention Pond

Project Number (if known): NOI #1051

Floodplain Manager Contact Information:

Name: Mark Shubak Title: Senior Project Manager

Organization: Strand Associates, Inc.

Address: 910 West Wingra Drive

City: Madison State: WI Zip : 53715

Email: mark.shubak@strand.com Office Phone: (608) 251-4843 Cell: _____

Floodplain Manager Certification Information:

CFM Certification Number: Pending CFM Exam

If not a CFM, pleased enter the date of attendance for:

CFM - 1 Week Course: _____

Floodplain 101 Course: _____

Ceritification:
By signing below, the above Floodplain Manager is authorized to represent and act on behalf of the sub-applicant in all floodplain matters related to the project and grant listed above

_____ _____
Signature of Authorized Official/Project Officer Date

Michael Coon City Manager
Printed Name Title

Please submit completed form(s) with the application email as an attachment.

SUBMITTAL INSTRUCTIONS:

- Review the application and ensure all questions are answered and all documents are attached. Below is the minimum required documentation. ***Note:*** This is not an all inclusive list since requirements may vary depending on project type and the subgrantee.

    1. Application (with supporting documents used for additional space or to clarify answers)
    2. Map(s), Photo(s), Drawing(s), etc. as required in the application
    3. EHP Checklist
    4. FIRM Map(s) per the EHP Checklist
    5. Supporting Documentation per EHP Checklist
    6. Budget Worksheet
    7. Property Site Inventory Worksheet (*Required for Acquisition, Elevation, and Mitigation Reconstruction projects)*
    8. BCA zip file
    9. Certification and Signature of Authorized Agent (page 10 of the application)
    10. Floodplain Manager Authorization Form (page 11 of the application)
    11. DSA Form
    12. All three SF424 forms (SF424, SF424B and SF424D)

- Upon completion of the application, save your file by clicking the Save As button below and name your file with the following structure:

    Disaster# Grant - Jurisdiction/Organization Name - Project Type

    Example: ***4332 HMGP - Test, City of - Generator***

- Submit completed application via email by clicking on this link: TDEM-Mitigation@dps.texas.gov

Description	Location
Four (4) 5' Dia. Tideflex Valve Structure	Upstream of Triple 6'x4' Box Culverts crossing FM 2004 (Crossing No. 1)
Dual (2) 4' Dia. Tideflex Valve Structure	Upstream of ditch across FM 2004 adjacent (East) of UPRR (Crossing No. 2)
Triple (3) 5' Dia. Tideflex Valve Structure	Upstream of Double 6'x4' Box Culverts crossing FM 2004 (Crossing No. 3)
Triple (3) 3.5' Dia. Tideflex Valve Structure	Upstream of Double 4'x3' Box Culverts crossing FM 2004 (Crossing No. 4)
Five (5) 3' Dia. Tideflex Valve Structure	Upstream of Triple 5' x 2' box culverts culverts under Brazosport Blvd. (Crossing No. 5)
50 ac-ft Detention Basin	Upstream of FM 2004
75 ac-ft Flood Storage Excavation	Downstream of FM 2004, Adjacent to Angleton Hunting & Fishing Res.
15,000 gpm Stormwater Pump Station	Upstream of FM 2004 (near Crossing No. 1)

Federal Share (75%) =

Local Share (25%) =

	Cost
$	582,600
$	238,500
$	426,400
$	403,500
$	476,300
$	2,325,800
$	3,517,600
$	785,000
$	**8,755,700**
$	6,566,775
$	2,188,925

APPLICANT INFORMATION

(Please enter the name of the organization and project title as is appears on the application form)

Name of Organization:	**City of Richwood**
Project Title:	**Bastrop Bayou Flood Gates and Detention Pond**

BUDGET SUMMARY

(THE INFORMATION BELOW IS AUTO-CALCULATED - **PLEASE FILL IN EACH TAB AT THE BOTTOM)**

Materials and Equipment Total	$0.00
Labor Costs Total	$0.00
Other Costs Total	$8,755,700.00
Project Total	**$8,755,700.00**
Federal Percentage	75%
Federal Amount	**$6,566,775.00**
Non-Federal *(local Match)* Percentage	25%
Local Match Amount	**$2,188,925.00**

$8,755,700.00