



City of Freeport
Meeting and/or Executive Session Agenda

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas> or by visiting <https://www.youtube.com/@cityoffreeporttx8375/streams>

Monday, June 2, 2025, 6:00 PM | Council Chamber | 430 North Brazosport Blvd. , Freeport, Texas 77541

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Freeport City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Freeport City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that cell phones be turned off or set to vibrate. Members of the audience are requested to step outside to conduct a phone conversation. The Council Chamber is wheelchair accessible and special parking is available outside the building. If special accommodation is required, please contact the City Secretary a minimum of 72 hours in advance at 979-233-3526.

1: Call to Order:

- 1A. Call to Order - Jerry Cain, Mayor
- 1B. Invocation - Councilman
- 1C. Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.
- 1D. Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

2: Consent Agenda:

All items listed are part of the Consent Agenda. Public Hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

- 2A. Action regarding Minutes, May 19, 2025 - Clarisa Fernandez, City Secretary
- 2B. Action approving Road Closures for Fort Velasco Day - Saturday, June 21st- Wade Dillon, Museum Director
- 2C. Action approving Resolution 2025-2919 authorizing the application to the TxDOT SP2125 program- Ashlee Hurst, Finance Director

- 2D. Action approving Resolution No. 2025-2920 Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority) Sienna Villas Apartments- Lance Petty, City Manager

3: Business

- 3A. Consideration and possible action by City Council approving items for surplus and authorize the sale with an online auction using Public Surplus.(Laura Cramer)
- 3B. Consideration and possible action approving Resolutions appointing/reappointing members to various Boards and Commissions.(Lance Petty)
- 3C. Consideration and possible action on the appointment of City Council Liaison for City of Freeport Boards and Commissions.(Lance Petty)
- 3D. Consideration and possible action awarding the bids and authorizing the City Manager to sign the contracts for the City Hall Generator, Service Center Generator, and Riverplace Generator.(Ashlee Hurst)
- 3E. Consideration and possible action awarding bid and authorizing the City Manager to sign contract for the Freeport Brownfields Program.(Ashlee Hurst)
- 3F. Consideration and possible action approving Resolution 2025-2928 amending the City of Freeport Master Fee Schedule for miscellaneous water-related fees.(Ashlee Hurst)
- 3G. Consideration and possible action approving Resolution No. 2025-2929 authorizing a revision to the City of Freeport Policy Handbook Chapter 5 – Standards of Conduct adding Section 5.29 Academy Assistance Program for Public Safety Personnel.(Donna Fisher)
- 3H. Discuss and Take possible action on Agenda Rules and Guidelines – per Ordinance 2021-2650, 2022-2657, 2022-2672, and 2023-2820. (Councilman Pena/Councilman Davis)
- 3I. Discuss and take possible action on interim city attorney Olson and Olson. (Councilman Pena/Councilman Davis)
- 3J. Discuss and Take possible action on Police Chief investigation status and discussion. (Councilman Pena/Councilman Davis)

4: Executive Session

The City Council may take action on any Executive Session item posted. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- 4A. Executive Session regarding a.) (Consultation with Attorney) pursuant to Section 551.071 b.) (Personnel Matters) pursuant to Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Police Chief.

5: Reconvene into Open Session:

- 5A. Take any action resulting from Executive Session.

6: Adjournment

- 6A. Adjournment – Jerry Cain, Mayor

Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.


Clarisa Fernandez,
City Secretary, City of Freeport, Texas



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, May 19, 2025 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Jerry Cain
- Councilman Jeff Pena
- Councilman Jarvis Davis
- Councilman George Matamoros
- Councilman Winston Rossow

Staff:

- Lance Petty, City Manager
- David Olson, Interim City Attorney
- Clarisa Fernandez, City Secretary
- Ashlee Hurst, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Crystal Ruiz, Executive Administrative Assistant
- Lily Celedon, Staff Accountant
- Corey Brinkman, Interim Police Chief
- David Fernandez, Police Department
- Rudy Ragle, Public Works Director
- Chris Motley, Fire Chief
- Patti Foster, Interim Building Official
- Holden Ezell, Building Inspector

Visitors:

Melanie Oldham	Gilbert Cuellar
Nicole Mireles	Edith Fischer
Sam Reyna	Sandra Shaw
Mark Parker	Manning Rollerson
Carol Parker	Linda Marshall
Betty Lopez	

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the meeting to order at 6:00P.M.

Invocation - Councilman

Councilman Rossow led the Invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the

agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Sam Reyna resides at 2002 North Ave G. He said he would like to thank Officer David Fernandez for submitting the grant applications. He said there is always a lawsuit that is being filed against the City and the City needs all the State and Federal funding they can get. Mr. Reyna thanked Mr. Fernandez.

Gilbert Cuellar resides at 231 West Freeport. He said he has lived there since 1970 and his concern is that all the drainage, especially on the West side and East side of the railroad and the railroad creating a berm that is going to retain water if those sides of the railroad are not cleared or kept clean. He said all the water, especially on his side of town, gets all retained, and he has seen it all the way back to Seventh Street, where it makes like a swimming pool in other words, and to make matters worse, behind his house on Oak Street is a dead end to the railroad track they built a house right there next to the railroad track, and he is pretty sure the Council knows where they built that house and when they were building the driveway for that house, they were going to put one culvert, and they were going to block the land overflow water to the railroad and the railroad has a bridge right there and matter of fact one of the railroad bridges that allow the overflow water to go back South to the Gulf. Mr. Cuellar said if those ditches are not kept clean, and the railroad bridges are not kept clean like they are now, they are dirty. He said he has complained about that for years, and no one has ever taken issue with keeping them clean, and he has had water in his house twice since he lived there for that reason. He said it is not fair for them to not have those railroad crossings cleaned up. He said he does not see why the City does not get an order against them to keep them clean it is their bridges. He said he does not know if the Council ever take notice whenever the water is that high in town the City drainage is not capable enough to take care of the problem and the overflow has got to go over and over the land, over the ground, and exit out. He said there are other things that are minor, but he would not speak about those, but some of the streetlights need to be repaired since the storm came through. He said he knew his corner light had not been replaced, the water dangling along the post, and he did not know if anyone travels the Velasco Bridge in town and some of them light fixtures about ready to fall, and it was going to create a problem for the City. He said they were falling and could hurt somebody. He said he has never met the Council person that takes care of his area.

Manning Rollerson said he has three issues that he wants to address. He said his first issue is dealing with the 2016 permit for DOW discharge into the Brazos River and that is the first thing he would like to address the City about. He said he needs to know what the statistical data is that the City has received from TECQ and DOW concerning whether they got caught dumping these toxic things into the Brazos. Mr. Rollerson said this is why they got an extension of ten years to dump, and they are asking to increase the dumping. He said no one knows what they dumped in the last ten years into the river and, based on the reports that TECQ and DOW put out why DOW was being filed and why they got the extension in 2016, they have been operating on a permit that is from 2016 and for ten years they had an extension. He said the City of Freeport needs to let the residents know what is being dumped in that river and how safe that really is. He said the City Council are part of that chain of custody when it comes down to regulating that river and Dow Chemical, and it shows that they have not done anything at all, period. Mr. Rollerson said the water is dangerous for the citizens of Freeport based on Dow and TECQ reports. He asked the Council why are they not notifying the general public? He said the toxicity rate of the water out of the Brazos and have eight companies discharging that once on one permit from DOW, eight companies discharging in that river an amount that that is discharging. He asked how safe the river is? He said there was one fatality in 2024 out of the river right here. Mr. Rollerson asked how safe is the water system? He said the second thing is the drainage in Ward A by his house and he cut those ditches himself and the drainage needed to be dug from

the road because the dirt is so high when it comes down Sixth Street, it is a dam, and it cannot go into that drainage ditch which all the culverts are falling down. He said he went over to Ward D and he videotaped a whole weekend of every flood drainage ditch that has not been cleaned for the past ten years and all the City ditches have grown up where they are not dug, so when there are these issues of flooding is because between the City and the county nobody is doing their job to take care of these flood drainage ditches they all been documented, and he posted every last one of them. He said to the Council that every last one of them sitting up there if they have got an issue with these ditches, get to the City Manager and let's get these ditches cleaned before the bad weather come in, because there is no excuse for it. Mr. Rollerson said to Councilman Pena, congratulations he told him God had his back no matter what he did. He said God said a race is not given to the swelling needed to the strong, but to him that endures to the end, and what he says, he said no weapon formed against you shall prosper when you stand for his children in his ways. Mr. Rollerson congratulated Councilman Pena.

Melanie Oldham resides at 1206 West Broad. She said she is the director of Better Brazoria Clean Air Water and Government and, due to her job, she attended pretty much the majority of the City Council meetings in southern Brazoria County. She said she tries to pick her battles when she speaks, when she has time to research, and she knew several years ago, for instance when people were accusing Mr. Brimage of stealing money she came out and spoke to the Council and online CCF and everybody that knew her knew she did research and in her opinion, he had not stolen the money, but that made a lot of people unhappy, including Mr. Pena and others. Ms. Oldham said we all have our opinion and the reason she is bringing this up is she did attend, like a lot of other folks in the room, the Pena trial for two days. She said she knew Mayor Cain's wife was there and others. She said she knew by the first day that the State they either did not have a case on all three points, or they just were not doing a good job at making it. She said every single witness they brought up there, helped the defense, including Mr. Olson, Mr. Kelty, Betty, they were under oath so they had to tell the truth. She said she is saying to everybody she wishes that everybody from the City Manager, all Council people and Mayor would actually be up there to represent us. She said they have been watching this drama for years and years, and it is so frustrating. She said even Mr. Pena's attorney said at times he can be rude, arrogant but none of you are perfect. She said she wished Mr. Whoever spoke up more or somebody Councilman would not be so rude when they spoke to another Councilman. She said the thing is all the Council have not been able to get a lot of things done for the citizens of the City because of all this drama argument and nobody seems to want to work together, compromise and speak. Ms. Oldham said she just wanted to remind the Council that Mr. Olson is an Interim Attorney and after hearing his testimony at the trial a lawyer knows they can not change their testimony but that is what happened. She said her point is that she thinks everybody in this room is just tired and tired of the drama and, even after all this, she hears people say they are just going to crack down and find some other lawsuits to bring against each other. She said this has got to stop somewhere. She said Mr. Kelty says he has a lawsuit. Ms. Oldham said she talked to Mr. Kelty at the trial and he said that he took 100% responsibility for what happened with Covarrubias and said there were three other people directly involved and there are so many details and research that people have to look into and all the Council nobody is perfect, and they all need to think about how they act as Mayor, Councilman and City Manager. She said she is just brutally honest.

Thomas Koole said he was here about a month and a half ago, and he is a concerned citizen. He said that the stop sign on Fourth Street and Pecan were bad. He said he told the Council about all the accidents happening there last month and a half. He said he might have seen three patrol cars pass by once in a blue moon. He said he sees people passing that stops sign. He said there is an Elementary School back there on Eleventh Street and the High School. He asked the Council what are they going to do about the intersection? He said one of these days it is going to happen. He said he has seen three accidents in the last five years, and he is just one person. He said the neighbors around there have him there have seen more than that. He asked the Council what are they going to do about it? He asked if they were going to wait till these kids been killed? He said every accident he has seen there kids there and all their cars that had to get towed away. He asked the Council what are they going to do about it, and how long is this going to take till someone gets hurt

really badly? He said this was his concern.

Consent Agenda:

Action regarding Minutes, May 5, 2025 - Clarisa Fernandez, City Secretary

Action approving Resolution No. 2025-2912 authorizing application for Grant FY2026 Criminal Justice Grant # 5104302 Radio System Modernization Project-David Fernandez, Detective/PD IT Manager

Action approving Resolution No. 2025-2913 authorizing application for Grant FY2026 Criminal Justice Grant #5442501 Dispatch Console Replacement Project-David Fernandez, Detective/PD IT Manager

Action approving Resolution No. 2025-2914 authorizing application for Grant FY2026 Rifle-Resistant Body Armor Grant Program(BAGP) Grant # 5481901 Rifle-Resistant Body Armor-David Fernandez, Detective/PD IT Manager

Action approving Resolution No. 2025-2915 authorizing application for Grant FY2026 Project Safe Neighborhoods Grant program Grant # 5530901 Safe Parks Initiative-David Fernandez, Detective/PD IT Manager

Action approving Resolution No. 2025-2916 authorizing the application to the Texas Department of Transportation (TxDOT) Transportation Alternatives (TA) Program Sidewalks Projects and Designating the City Manager as the Official with Full Authority to Act for the Purposes of the Program.- Ashlee Hurst, Finance Director

Action approving Resolution No. 2025-2917 authorizing the application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program and Designating the Finance Director as the Official with Full Authority to Act for the Purposes of the Program.- Ashlee Hurst, Finance Director

A motion was made by Councilman Pena to approve the Consent Agenda from Section 2B through 2G, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Matamoros to approve 2A as presented, seconded by Councilman Rossow with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Proclamations - Presentations and Updates

Presentation of Annual Brazosport Tourism Report- Edith Fischer, Director of Tourism

Director of Tourism for the Brazosport Convention and Visitors Council Edith Fischer presented to the Council the Annual Brazosport Tourism Report.

Councilman Pena thanked Ms. Fischer for the presentation. He said it was very helpful, and he really liked the fact that Ms. Fisher is reinforcing that this is a coastal community and countywide the value is the beach that they are promoting. He said he knew that Ms. Fisher is also on Main Street. Director of Tourism for the Brazosport Convention and Visitors Council Edith Fischer said yes. Councilman Pena said he knows that they had that UTSA study last year, and they were talking about emphasizing the water as well, and he is just curious if the organization here is going to be helping you develop those programs with Main Street. He said he knew there had not been a meeting in several months, so he was curious and asked Ms. Fischer, what is on the horizon in your mind? Ms. Fischer said she thinks it is the intention of the board to carry out those plans, those action items. She said she knows that the job is posted, and so is waiting to see, what develops of the applicants. Councilman Pena asked Ms. Fischer but from her organization side of point of view, if

they are considering different programs to help promote Freeport? Ms. Fischer said they are definitely behind that study from UTSA, that plan. She said the Chamber is definitely behind that and willing to work with Main Street and the City of Freeport to carry that out. She said the chamber works with the Freeport EDC as well and whenever they get leads they share those with the EDC and with the County's EDC with the Alliance.

Councilman Davis thanked Ms. Fischer and said it was a detailed review report and thanked her for all she did.

Director of Tourism for the Brazosport Convention and Visitors Council Edith Fischer said she also included a copy of the marketing plan for this year so that just kind of is a guide for them to let them know where if they need to pivot through the year because of their funds they already have the idea of where they can cut or what they can add if they have more money coming in.

Councilman Pena asked Ms. Fischer if they needed more money from Freeport to help promote? Director of Tourism for the Brazosport Convention and Visitors Council Edith Fischer said they will never turn down money, so the more money they receive, the more advertising they can do. Councilman Pena asked specifically for Freeport? Ms. Fischer said they do the whole area, so they would not just do a campaign for Freeport, it would be for the whole area, but if there was something new in Freeport, they would add that to their campaign.

Mayor Cain said Ms. Fischer said there were about 96,000 page views on the website and asked how did that compare to previous years? Director of Tourism for the Brazosport Convention and Visitors Council Edith Fischer said yes, they got a new website in 2019, and then they had a new analytics system probably two years ago and used Google Analytics because it is free, and then they upgraded and so the numbers are less, but she thinks they are more accurate. She said so before, you could easily say, oh we are getting these millions of views, but she does not think they are true views. She said this is supposed to be more reliable than Google Analytics.

Upcoming Events - Freeport Historical Museum, Shark Exhibit , May 24th - August 13th

City Manager Lance Petty gave updates on upcoming events.

Business

Consideration and possible action approving Resolution No. 2025-2918 authorizing the City Manager to Apply to the Office of the Governor for the State and Local Cybersecurity Grant Program (SLCGP)- Mitigation Projects, FY2026 Grant #5479601.

Freeport Police Detective David Fernandez said this grant is a cybersecurity initiative, and it is for the replacement of devices that have reached end of life, and it also targets backup integrity. He said the objective is to improve disaster recovery and cybersecurity by replacing aging IT infrastructure that is nearing its end of life. He said they also wanted to name the City Manager; Mr. Petty as the authorized official to approve applying of the grant. He said the Freeport Police Department has a couple of items that are close to reaching their end of service life. He said there are two switches that go end of life on October 29th of 2026, and an end-of-life device means that a device is no longer supported it does not receive security updates or patches, and it has no support left on it. He said the reason for this is that the Police Department has to follow the FBI guidelines that are set out for the replacement of devices they have a security policy; Section 5.13 specifically mentions that end-of-life devices cannot be used on the network at a Police Department, so before they reach the end of life, it needs to replace it. Detective Fernandez said these switches are critical; they are the core switch layer in the back plane for the server cluster, so if these go down or lose support, then they pretty much lose all the network connectivity in the building. He said the other device they are targeting is backup storage. He said they want to replace the current storage, which is

nearing seven years—it has not reached its end of life, but it will be there in about another two years. He said this new backup appliance has some enhanced data protection features on it; it has air gapping so that the backups are not accessible from the network, it has delayed deletes, so if you delete a backup, it stays there for 4 or 5 days before it deletes, and it also makes your backups immutable so they can not be changed. He said he saved the best part for last on what the match requirement is on this. He said the project is expected to be funded in October, but some grants this year went until December before getting word on funding. He said he also needs to make a change on his project proposal that was submitted; due to the unknowns and the parts availability and pricing on some of these devices five months from now, there are kind of some unknowns about shipping lead times and how long it is going to take to receive this equipment. He said he originally included in his plan that they would do this replacement in November and December, but he will postpone it until the middle of January because November and December are holidays—typically really heavy holidays—so when they replace this equipment, they need to make sure that he is available or somebody is available in case there are some issues. He said the grant does have a match requirement of 20%, so that would be \$21,605.12. He said he has submitted this in the next fiscal year budget as one of the budget line items, and if they do not receive that, he is going to have to come back to the Council and ask for the whole \$110,000 to replace this equipment, but the grant-covered portion would be \$86,420.48—that is the portion that would be funded—and then \$21,000 is what would have to match. He said that is kind of the scope of the whole project, and staff recommended approving the resolution.

A motion was made by Councilman Pena to approve Resolution No. 2025-2918 authorizing the City Manager to Apply to the Office of the Governor for the State and Local Cybersecurity Grant Program (SLCGP)- Mitigation Projects, FY2026 Grant #5479601, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena said to Detective David Fernandez good work as usual, and he had lost count of the number of years he has been doing this stuff, and he has been doing it really well. Councilman Pena said he likes to see the savings for the City, and this is no different. Councilman Pena asked Detective Fernandez when he was talking about the backups was he talking about simply data servers, like mail servers or are they also talking about, the telephone data backups and for that matter, the video for all of the City's municipal offices being backed up as well through this system? Detective Fernandez said for this one, it is going to be specifically for the Police Department. He said it is going to back up the servers and other data, and it will also serve as a backup for the 911 calls and radio traffic, and so they will send all that data to this device. Councilman Pena asked if all telephone conversations in the Police Department will be stored and recorded incoming, or is it strictly relegated to dispatch? Detective Fernandez said the 911 recorder is specific to the 911 system and there is a phone recording that is included with the phone system that the City uses and that is separate from this. Councilman Pena asked as far as video and all these cameras that are in the Police Department are those all part of the same backup system or that is separate? Detective Fernandez said it would be part of this one.

Mayor Cain thanked Detective Fernandez for going out for the free money because sometimes it is not free, but it is a heck of a lot cheaper than if they did not have it.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority) Sienna Villas Apartments.

City Manager Lance Petty said a little background on it Sienna Villas apartments received major damage associated with Hurricane Beryl. He said the approval of this agreement ensures affordable housing servicing to low to moderate income citizens of the City of Freeport. He said the City's responsibility under this agreement shall include the following: the City shall endeavor to identify local service providers and programs that have the potential to serve and or enhance services at the project; City staff shall cooperate

with cooperation and shall participate in briefings with the City Council upon a cooperation request, City staff shall work with the cooperation to facilitate and process departmental approvals or city permits necessary for the completion of the project, City agrees to expedite and assist with any procedural requirements involved in obtaining any City Council approvals necessary for the development of the project, including approvals and resolutions related to the project's application to the TDHCA for 4% credits, and the City agrees to support the project with the same degree of public services that it supplies to other similar multifamily developments within the City. Mr. Petty said the financial impact—the City is not a party to any contract or agreement or subject to any charter or other legal restrictions of a kind which materially and adversely affects the business, property or assets or the condition, financial or otherwise of the City, so there is no financial liability to the City on this it is a co-op agreement so they can get the needed help that they are looking for.

Mayor Cain said it sounds like the City is just being a good neighbor.

A motion was made by Councilman Pena to approve the Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority) Sienna Villas Apartment, seconded by Councilman Davis with discussion that followed.

Councilman Pena said he had a couple of questions as it relates to this particular agreement. Councilman Pena asked if it was with the Texas Home Collaborative? City Manager Lance Petty said yes, that is right. Councilman Pena asked if this collaboration in any way help or streamline the permitting process for the Sienna Villas Apartments? Mr. Petty said yes. Councilman Pena asked if that streamline process and he was just curious how much more advantageous it was for Sienna Villa Apartments versus Mr. Smith on Fourth Street and asked if the apartment complex afforded any additional streamlines that Mr. Smith would not be? Mr. Petty said no. Councilman Pena said he was curious about that. Councilman Pena said he is kind of curious then what is the streamline advantage for this program as it relates to the inspections. Mr. Petty said as part of the inspections there is not a streamlined advantage. Councilman Pena asked if they are provided any kind of discounted fees in terms of our inspections and code enforcement building codes? Mr. Petty said no. Councilman Pena asked the other question was the Siena Villa Apartments were in good standing with the City in terms of their billing of the utilities, both water and trash? Mr. Petty said as far as his knowledge, yes. Councilman Pena asked if they had ever been? Mr. Petty said he does not know if they have ever been behind. Councilman Pena asked if there was anybody present from Sienna Villa Apartments to help speak to the value of this initiative in the collaboration they are seeking with the City? Mr. Petty said no. Councilman Pena said he appreciates the fact that the City is really pushing affordable housing in Freeport, as many know that the poverty level in Freeport is represented about 60% of the residents of Freeport so he thinks this is helpful and hopefully this will bring a lot more affordable living in the City of Freeport so he appreciates the initiative.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action on the approval of the Windstorm Insurance Policy Renewal.

Finance Director Ashlee Hurst said the City has two windstorm insurance carriers for the various locations of the City. She said this is the renewal of the windstorm insurance through the ICAT, and it includes the Golf Course, Pro Shop, Riverplace, Pavilion, and the FMP kitchen. She said the cost of the coverage increased by approximately \$14,000. She said the current deductible the City had of 1% to a total premium of \$72,040.55 and that was due to the fact that the insurance is based off rising replacement costs for structures, as well as the rising rates of insurance. Ms. Hurst said, for this reason, staff think it would be best to drop down to the 3% deductible the other facilities covered on the other windstorm policy are currently at a 2% deductible. She said Victor Insurance Managers are those who provide this policy for the City or they are the Liaison with ICAT to provide this, and they work with TML and the other carriers to bring the City the coverage. She said they did have ICAT submit their three proposals for windstorm insurance and the

options were based on the deductible amount for the 1% deductible that had last year would be \$72,040.55, to drop it to the 3% deductible would be \$44,635.94, and the 5% deductible for \$28,608.75. She said the increased premium was budgeted for the 2024–2025 budget however, in regards to trying to save money and for the future financial sustainability of the City, they would recommend going with a little bit lower premium at the 3% deductible, and also she did not put in there, but so they are continuing to drop the City properties like they are fighting, but they already do not want to cover one of these. She said they are asking for invoices from like 2013, so it is just something to keep in mind that the City may have bigger problems going forward with these insurances, and obviously, they do not want to pay for anything that is pretty common for businesses and personal, but she foresees an issue coming soon.

Mayor Cain said an issue out of the City's hands. Finance Director Ashlee Hurst said yes even to asking the vendor they need a copy of this invoice insurance asking for no one has been keeping records for 12 years they are just finding any way they can to get out of covering the City and that is common along all the Gulf Coast.

A motion was made by Councilman Matamoros to approve at the 3% deductible, seconded by Councilman Davis with discussion that followed.

Mayor Cain said this is a win as long as there is no storm.

Finance Director Ashlee Hurst said to the Council something to keep in the back of their minds is if they get a name storm, they are going to work with FEMA to and, as a government, the City has that additional assistance.

Councilman Pena thanked the Finance Director Ashlee Hurst, for the information in the presentation. He said he was trying to understand his math, and maybe he misunderstood, so at a 1% deductible, the cost of the City of \$72,000. Mr. Hurst said yes. Councilman Pena asked and that is the deductible? Ms. Hurst said the premium. Councilman Pena said he thinks he heard deductible. Councilman Pena thanked Ms. Hurst for that clarification. Ms. Hurst said in the memo it says deductibles should say premium. Councilman Pena said that is why he did not make the motion to approve it out of the gate and that was his first concern, so he is glad they got that squared away for the public to understand as well. Councilman Pena said when he saw the 1% at \$72,000 premium and then 2% at \$44,000 premium, he was like wait a minute or deductible it did not make sense, but that makes more sense. Councilman Pena asked, so at 3% again, what is the premium again, \$28,000? Ms. Hurst said at a 3% it is \$44,635.94. Councilman Pena asked what was the 2%? Ms. Hurst said the 2% is what the City is on with the other plan, this is ICAT because TWIA specifically will not cover these policies, so this is like a supplemental windstorm that the City is able to get. Councilman Pena asked so at 2%, the premium would be what? Mayor Cain said this company does not offer a 2%. Councilman Pena asked if it was just one, three, and five? Ms. Hurst said yes. Councilman Pena asked what it was at a 5%? Ms. Hurst said \$28,608.75. Councilman Pena said he was trying to make as many notes as quickly to keep up. Ms. Hurst said there were a lot of numbers flying around. Councilman Pena said the other thing he was curious about was Ms. Hurst made a comment that was prevalent there in the coastal community about a lot of these insurance providers that do not want to cover the claims, and he knew last year the City had the storms and had a lot of issues with it and asked if the City is still having issues with this particular provider, and if they were the provider last year as well? Ms. Hurst said yes they were. Councilman Pena asked if Victors was the provider or the broker? Ms. Hurst said the broker. Councilman Pena asked who was the provider again? Ms. Hurst said ICAT. Councilman Pena said so ICAT in the last year and asked are they really the only show in town that the City is forced to drink their Kool-Aid? Ms. Hurst said she does not know that for certain as of right now, she knows that that is which the City has been using, and she knows that she has a meeting in June with a company McGriff, and they help Cities and Counties with insurance needs, and so they are going to sit down and help her evaluate, because currently we have two different windstorm policies one is due for renewal in December, this one is due in May, then there is the property

and general liability so she is hoping they can kind of more bundle everything and get this running a little bit smoother. Councilman Pena said there are really a lot of questions about this because it is not just, you know, cut and paste when they are talking about ICAT in the last year, not really honoring the policies that they were allegedly supposed to insure and then of course, like a lot of insurance providers they start they just start fighting and start taskmastering with a paper chase and asked so obviously the City records are not very good is what Ms. Hurst is saying. Ms. Hurst said legally the City is not required to keep records that far back. Councilman Pena asked what is the City legally required? Ms. Hurst said five years. Councilman Pena asked so, why would an insurance policy require 12 if they know that most municipality Cities in the State of Texas, he does not know if that is a state law. Ms. Hurst said it is the law. Councilman Pena said it sounded to him like their policies for trying to deny are not even in sync with State law and that led him to think, has Victor really giving the City enough options, and asked or does the City need to go to a different broker? Councilman Pena asked if the City had other brokers that they have also facilitated the search. Councilman Pena said it is kind of like, when you are looking for a job, you can have one headhunter or you can have multiple headhunters and better options, and he is just curious, and asked if the City is under the gun to drink this? Ms. Hurst said unfortunately, yes because we are right at the peak of hurricane season and once that starts, the City will not be able to get covered until after the season ends, which will not be till the end of the year, however, she is open to researching throughout this year and seeing and understanding what options there are, she is open to that. Councilman Pena asked if Ms. Hurst can help him understand why they are there at the 11th hour, being forced to decide this and not have any additional options prior to. Ms. Hurst said well the main reason would be because she has been fighting to try to keep these three locations covered. She said from her understanding, this policy started out being seven buildings that were covered by the supplemental, and they have now dwindled down to three, and she even had to even fight to get those. Councilman Pena asked so what are the neighbors doing and what is Lake Jackson, Clute, and Surfside doing? Ms. Hurst said she can get answers and report back. Councilman Pena said that would be helpful because he can not imagine that they are all just saying screw it and go with what Victor says and what ICAT says, especially when these guys are not honoring their policies, number one and then more importantly, he wanted to touch on the FEMA component because last year they talked about FEMA is going to be there in a pinch, but then their funds got frozen and now number and asked if those FEMA funds are still frozen and does the City expect that to be the case going forward? He said he is just wondering if they are going to move forward with this in three months when hurricanes are here. He said last year the City got hit in June and asked what was that Beryl in July? Ms. Hurst said July. Councilman Pena said he thought it was late June but either way he is thinking let 30,45 days away from that, and we get the brunt of it we got the brunt of it last year pretty good. He said there is no saying that we are not going to get it this year and, especially if we have less coverage, less structures covered he is just like wow, what are we going to do and what are the other folks doing and he would really hate to award bad behavior or for that matter, just limited options through Victor, and so he would be curious to see if they can get some additional options. Ms. Hurst said the only thing she has heard for sure is that other Cities are dropping back they are going to those cheaper premiums with the higher deductibles, simply because insurance is so outrageous for everyone right now. Councilman Pena said what Ms. Hurst is saying is that everybody is basically saying, all right they are going to go high deductible and roll the dice and hope that these guys will cover. Ms. Hurst said she can not say for sure that that is what they are thinking. Councilman Pena said it seems to be and so for those properties that were not covered and asked what is our plan on those? Councilman Pena asked what the risk plan on that in terms of insurance? Ms. Hurst said the risk would be total loss. She said the property itself is insured but did not have a windstorm so if there was a named storm then the City would not have insurance to supplement it and the only assistance would be through FEMA. Councilman Pena said he knows that they were during last year the windstorm, was that a lot of the windstorm carriers were denying any kind of claims based on horizontal rain wind driven rain was the catchphrase and so a lot of people were basically, exposed and had to cover the loss themselves, and he is just curious if that is the case number one and asked if the City has to do that last year and if so, to what dollar amount, if Ms. Hurst have any estimates? Ms. Hurst said for insurance she does not have one. Councilman Pena asked for what was not covered by insurance. Ms. Hurst said a lot is in the financial report because everything in Beryl the fund

balance of Beryl right now would be what they are looking at. Councilman Pena said he is just trying to get a real sober look at what our situation as a City is in terms of insurance and what our options are in terms of the expenses. Ms. Hurst said Beryl to date was a little over \$2 million. Councilman Pena asked about the cost to the City? Ms. Hurst said yes Citywide. Councilman Pena said he would definitely like to see other options if they can and the question becomes if they find better options and are happy moving forward with this, they can always cancel this and get it pro-rated and get into the new policy that may be stronger and better. Ms. Hurst said for her understanding that is correct. Councilman Pena said he would like to see that, that would demonstrate to him that they are being fiscally responsible and really trying to mitigate the risk for the City on the cost and is hoping that FEMA will kick in where the City would get those 2 million refunded at some point. Councilman Pena asked Ms. Hurst if she had any confidence in that or any updates on the FEMA, on the FEMA funds? Ms. Hurst said she meets with them biweekly and actually had a site inspector in the City, last week or week before last looking at all the projects that are not finished to date and have to provide very detailed reasons why they are not finished or when they will be finished and when she is using the word projects, each damage that a building is considered a project, so all projects have to be submitted to FEMA for their final approval for it to get down to the state by July and so it is actively working on it, but it is just a long process in general. Councilman Pena thanked Ms. Hurst for the work and for the answers.

Councilman Davis asked how many buildings and if the City was having trouble with all the buildings. Councilman Davis said like the buildings that the City claims. Councilman Davis asked if the City is having trouble with all the building, all the claims? Finance Director Ashlee Hurst said the claims just had the expected trouble when the City had a storm they did not want to cover much. Ms. Hurst asked for all three buildings? Councilman Davis said yes for all of them. Ms. Hurst said yes with every building. Councilman Davis said he knows it is hard dealing with insurance. Councilman Davis said at his Church it is two years in a row the two storms in a row, and they covered nothing on the Church but then they went up \$4,000 on the insurance the premium, and so they were trying to wish they did not get insurance for it because they do not pay anything anyway but he means, you can not do that. Ms. Hurst said personally, that is how she feels. Councilman Davis said it might not be smart but they might have to go with the 5% and get the lowest one, they are not paying any way but so they can search because he does not know because Ms. Hurst will only have 20 or 30 days to search and find something else, but maybe go with the 5% and cut the price down because they are not paying anyway, but that is just something for the Council to think about, and he knows it is rolling the dice, but he means they are thinking like that as a church and are just going to pray, but they are not paying no way but are steady paying them more and then the price went up again this year, so he knows it did he knows it went up so it is gone up for a while but that was just a suggestion.

Mayor Cain said that is unfortunately the world we live in and that is the way insurance works.

Councilman Pena said he thinks that is actually a good point and if they are going to be doing this search and have 45 days incur the lease expense at the 5% deductible, Councilman Pena asked how much would the savings be if the City did that? Finance Director Ashlee Hurst said about \$15,000. Mayor Cain said his concern with doing that if the City does not find another outfit to cover the City, then the City will be stuck at the 5%. Councilman Pena asked if the City is stuck with it or if it can be removed? Ms. Hurst said for the next year, the City would be stuck at it and believes if they can cancel a policy, but she does not think they can change a policy after it is bound. Mayor Cain said personally, he would feel more comfortable at the 3% and continue to look and if they find something that is more Freeport friendly, then the Council can revisit it at that time that is his take on it.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Ordinance No. 2025-2738 amending the Code of Ordinances to Adopt the 2021-2020 Editions of the International Codes.

Interim Building Official Patti Foster said she wanted to ask the board to consider to adopt from the 2014-2015 code year to the 2020-2021 years. She said if they adopt the new code year, it will give the City of Freeport better ISO ratings specifically within the Building Code Effectiveness Grading Schedule which is continuing in the building code year because newer, more updated codes reflect the advancement in construction techniques, technology, and our understanding of migration natural disasters. She said adopting and enforcing newer codes demonstrates a greater commitment to the public safety and can lead to better building performances, reducing loss from events like fires and natural disasters. She said in the packet there is a list of the codes, the significant codes that 2021 reflect. Ms. Foster said she is asking that if this does get adopted, that this will have a 60 day grace period, which means if a building application has been submitted with plans that they will honor the 2015 codes at the time, there are about 3 to 7 projects on the board however, they are seeing plans already reflecting some of the new codes. She thanked the Council for their time and consideration of this important matter and said their support is vital to our shared mission of protecting lives and property within our cities. She said she is asking the Council approval for this adoption.

A motion was made by Councilman Pena to table this item, seconded by Councilman Davis with discussion that followed.

Councilman Matamoros said he wanted to ask a question as to why Councilman Pena wanted to table this item? Councilman Pena said he knows that Planning and Zoning really polices all the code enforcement and any variances to that and so his biggest concern or question is and asked if this gone to Planning and Zoning and then voted on because they do a pretty good job of setting that. Councilman Pena said he does not know that it is legally required or what and is not sure why Mr. Olson is leaning into the mic for just now, so that is why he says that, but the reason he asked is because they have been relying on Planning and Zoning for the last four years to review these code changes, and so he wants to make sure that they have had a chance to look at this because there are some good minds on that board. Interim Building Official Patti Foster said this has not been in front of Planning and Zoning. Councilman Pena said that is the reason why he wants to table, and he is happy to approve if Planning and Zoning likes it. Fire Chief Chris Motley said he has been with the City long enough to see at least 3 or 4 adoptions go through, and they all came straight to Council as well, and his appeals board is the Council when they talk about the Fire code and all that, to these are just updating to what they are being required or mandated to maintain compliance for our own folks to insurance, things like that or not strike against them, recognize that we do not have a code that is how far behind and bring them up to compliance. Chief Motley said the City could get at least three additions behind after that, they have to make a decision go forward, so the City has maintained that for a period of time so that is where the City is at fork in the road, the Council adopt this today and then go forward in the 60 days that Ms. Foster presented. Councilman Pena thanked Fire Chief Chris Motley and he wanted to make sure that the City is, in fact as up to date as possible and if the City is behind, then the City is behind on a lot of stuff, apparently, and as a City, we need to get caught up it and that is no criticism of yourself or what Chief Motley is trying to promote in this. Councilman Pena said he totally agrees with that and needs to make sure that the City has up to date ordinances but he can say that even though the last three times has come to the Council, his conversations with Planning and Zoning every time is they bitch about why this did not go to them first. He said to excuse his French, but that is exactly what has been going on, and so he wanted to make sure that they go back to them before going forward.

Councilman Matamoros said he was actually curious as to why, because he has concerns about it, because the City gets a lot of people who get businesses with older buildings, and they are always griping and complaining about having to go to these codes. He said so that is what his concerns were. He said he was just curious as to the reason why tabling it because he had the same concerns. Councilman Matamoros said he is for tabling this.

Mayor Cain said it was the last meeting this was on the agenda one or the other and Fire Chief Chris Motley at that point had a lot of concerns about how the ordinance was written or something that Chief Motley had

heartburn over. Chief Motley said the one he presented when he was Building Official was the NFPA 101 it breaks down further in detail that the International Code may not explain, especially for existing and new construction it was put in over in the Building Code and then as they got to looking through it the information that is in the normal ordinance book was references chapter 92 is now 14 when you look at it online, so a lot of that got realigned in the process so it flowed together with what the current edition came about. Chief Motley said that was something that the Attorney caught, and then he was talking about Chapter 92 and that is where they realign things together as well. Mayor Cain asked if that heartburn is no longer there? Interim City Attorney David Olson said that is correct and just needed to realign what the existing code references are with what is being proposed to change that all. Chief Motley said back to the little response back to existing buildings there is an existing building chapter or even existing building international building code that things can be great on existing facilities and see where they are at. Chief Motley said now there are a couple things in life safety that cannot be done, and that is the occupancy load and that is even enforced by the building in the fire code as well, but that has been proven as a result of major catastrophes or deaths in club fires or things like that. He said that is where that number changed in 2015, but it has not gone forward from there. He said they did provide any significant changes or things that were put there and some of the key things like on the far side they saw was, updating protocols and emergency drills, talking about carbon monoxide alarm notifications in certain types of occupancies. Chief Motley said for example an example that has been added they get a new food trucks and said what is applicable because that is a new thing that was there about ten years ago, how are the gas lines going to be enforce, is it going to be a copper line, is it going to be a hard line. Chief Motley said what has come out in the code to clarify that that will be an opinion for each community it is now spelled out, this is what they look at when they go look at a food truck. Chief Motley said some things have changed in the public wanting as far as businesses, it is identified that so are all addressed as one instead of just an opinion as to what they come across because he has even questioned it because he is used to seeing propane products with brass copper or you go into a house you see galvanized pipe, and things like that so that has clarified some of those things that are actually seeing fires based off of those incidents. Mayor Cain asked if the City is in any time crunch on this? Mayor Cain said, in other words asked if there was time to send it to P&Z and come back? Interim Building Official Patti Foster said yes.

Councilman Matamoros said to Interim Building Official Patti Foster he had not heard those complaints from the existing property owners who are renting or selling to businesses like it was with the previous Building Official, where it was just rigid those are the codes, and no deviation whatsoever, and so he said he appreciated that. Councilman Matamoros said if Ms. Foster could have the Planning and Zoning, to which he is the liaison, and he can tell them, but it would be best to come from Ms. Foster and if she can just have them, when they are going over this, to make recommendations on each section, instead of the entire thing that way the Council can hear how they feel, per section. Interim City Attorney David Olson asked just to make sure that staff understands when he says section is he talking about each separate international code itself, like they have an international building code, that being one section of the ordinance? Councilman Matamoros said yes.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1. The Council approved the motion. Mayor Cain voted "Nay".

Consideration and possible action for approving the purchase of 2- Zero Turn Mowers.

Public Works Director Rudy Ragle said in the budget it was approved for 2 zero turn mowers and was budgeted for \$36,000. He said he went out and compared some prices. He said King Ranch is on the Buy Board for 2-72 inch zero turn mowers for the amount of \$25,832.04. He said they would be able to get parts for these relatively quick compared to some of the other mowers they have and are also the cheapest ones out there.

A motion was made by Councilman Pena to approve the purchase of 2-Zero Turn Mowers, seconded by Councilman Davis with discussion that followed.

Councilman Pena asked if the mowers were the same caliber but with an \$11,000 savings? Public Works Director Rudy Ragle said yes.

Mayor Cain asked Public Works Director Rudy Ragle if he has someone that is certified to drive these beasts? Mr. Ragle said they are all certified to drive these.

Councilman Davis said to Public Works Director Rudy Ragle it looked like he would be in one of them. Mr. Ragle said he could be.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Executive Session

Executive Session regarding a.) (Deliberations about Real Property) 1.) Discussion on 200 West 2nd Street pursuant to Section 551.072.

The Regular Session closed at 7:16P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

Executive Session ended at 7:33P.M. and the Council entered back into Regular Session.

There was no action from Executive Session.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Mayor Cain to adjourn the meeting, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 7:33P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary



City Council Agenda Item #[2.B]

Title: Action approving Road Closures for Fort Velasco Day - Saturday, June 21st- Wade Dillon, Museum Director

Date: June 2, 2025

From:

Staff Recommendation: Staff recommends approval of the requested road closures in reference to the Fort Velasco Day event scheduled for Saturday, June 21, 2025.

Item Summary: The Freeport Historical Museum is hosting Fort Velasco Day, our 5th annual living history event in Memorial Park and the museum on Saturday, June 21, 2025 from 9:00am – 2:00pm. We anticipate approximately 50 participants from all over the state of Texas and could draw hundreds of spectators throughout the day.

Living history participants will begin to arrive on Friday, June 20th, as some will set up 1830s period camp in the park overnight. Living historians will conduct period demonstrations including drill, black powder rifle firing, artillery, and textiles during the event.

Road closures are requested to ensure guest safety from vehicular traffic and firearm demonstrations (powder only – not live rounds) as we anticipate large crowds. We request permission to close W and E Park on the south side of Broad and north side of 4th ST. Cannon fire demonstrations will require us to briefly close 4th ST between W and E Park, but will have staff on site to remove road blocks in case of an emergency with Fire/EMS services.

Background Information: The Battle of Fort Velasco occurred on June 25th and June 26th, 1832. The 5th annual living history event commemorates the anniversary of the battle between Mexican and Texan forces in response to the law of 1830.

Special Considerations: We expect this event to be held annually as our signature living history event. Preparations for this event have allowed us to network and outreach with the state's top historical museums including The Alamo, San Jacinto Battleground, Presidio La Bahia, San Felipe de Austin, and others. This event won us the 2022 Tourism Award through the Texas Independence Trail Region.

Financial Impact: This is a free event for the public.

Board or 3rd Party Recommendation:

Supporting Documentation:

1. Road Closures FVD 2025

979.233.3526 Fax 979.233.8867

2. Fort Velasco Day 2025



1201 North Avenue H. Freeport, TX 77541

ROAD CLOSURES FROM 8:30AM TO 2PM





Our award winning
event returns!



FREEPORT
HISTORICAL
MUSEUM

Fort Velasco DAY

5th Annual Living History Event

Commemorating the 1832 Battle

Saturday
June 21st, 2025
9am-2pm



City Council Agenda Item #[2.C]

Title: Action approving Resolution 2025-2919 authorizing the application to the TxDOT SP2125 program- Ashlee Hurst, Finance Director

Date: June 2, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approving the resolution for the application to the program.

Item Summary: This TxDOT application is to apply for funding assistance with the relocation of a 12" Water Line for the FM 523 project. The City is eligible to apply for this assistance and a resolution is required to accompany the City's application.

Background Information: The City is required to relocate the 12" water line off the bridge on FM 523 for TxDOT 061. The City's Engineer, Kimley-Horn, found (4) options the City can use to assist with funding this project. Applying for this program is the City's first step at seeking assistance.

Special Considerations: N/A

Financial Impact: The estimated project cost is \$1,724,100.00. The City has (4) options to help fund the project:

- 1) A TxDOT State Infrastructure Bank (SIB) Loan - finances projects such as these
- 2) TxDOT SP2125 Program - similar to (SIB), but provides total reimbursement
- 3) Joint bidding - requires the City to pay TxDOT upfront
- 4) TxDOT Reimbursement - TxDOT would assume the relocation, designs, and construction then invoice the City for reimbursement.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution for TA Detailed Application
2. TXDOT - SP2125 Application

RESOLUTION NO. 2025-2919

A RESOLUTION SUPPORTING CITY OF FREEPORT'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S SP2125 PROGRAM

WHEREAS, the Texas Department of Transportation issued a call for projects in May 2025 for communities to apply for funding assistance through the SP2125 Program "State Participation in the Relocation of Certain Publicly-Owned Utility Facilities"; and

WHEREAS, the SP funds may be used only for the relocation of certain publicly-owned facilities. The SP2125 application is for the Relocation of a 12" Water Line for FM 523 Project. The CITY OF FREEPORT would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT THAT: The CITY OF FREEPORT supports application of this project(s) as described in the 2025 SP2125 (including the planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, financing, management, adoption and implementation of completed planning documents. The CITY OF FREEPORT is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the CITY COUNCIL of the CITY OF FREEPORT on the 2nd day of JUNE, 2025.

ATTEST:

APPROVED:

Clarisa Fernandez, City Secretary

Jerry Cain, Mayor

APPROVED AS TO FORM ONLY

Olson & Olson, City Attorney



Application for State Participation in the Relocation of Certain Publicly-Owned Utility Facilities

Form ROW-U-SP2125

(Rev. 04/24)

Page 1 of 4

SECTION I - Applicant Information

Applicant Name: CITY OF FREEPORT Taxpayer FEIN: 74-6000889
Primary Contact: ASHLEE HURST Contact's Title: FINANCE DIRECTOR
Street Address: 1201 NORTH AVENUE H Phone Number: 979-871-0112
City, State, Zip: FREEPORT, TX 77541 Fax Number: _____
Email Address: AHURST@FREEPORTTX.GOV

Financial Advisor Information, if applicable:

Name: N/A Phone: N/A
Address: N/A Email: N/A

Bond Counsel Information, if applicable:

Name: N/A Phone: N/A
Address: N/A Email: N/A

SECTION II - Financial Information

Requested Amount of Financial Assistance: \$1,724,100.00
Total Cost of Utility Adjustment: \$1,724,100.00 Estimated eligibility ratio: _____
Provide the applicant's Legal Authority to apply for the funding reimbursement: MUNICIPALITY UTILITY

SECTION III - Project Information

TxDOT District/Division: HOUSTON
TxDOT District Engineer/Contact Name: GLENN ALLBRITTON

Brief Description of the Use of funds:
RELOCATION OF A 12 INCH WATER LINE FOR FM 523 PROJECT

What type of construction contract are you planning to use on the project?
Lowest qualified bidder

Estimated Utility Construction Begin Date: Jan 1, 2027 Completion Date: Jul 31, 2027

Use of funds (Check all that apply):

☒ Engineering ☒ Utility Relocation ☐ Utility Inspection ☐ Joint Bid Design ☐ Joint Bid Construction

Utility ID#:	District:
Utility Name:	
ROW CSJ No.:	Construction CSJ:
Highway No.:	County:
Let Date:	
Project Limits (include station numbers):	

Relocation Estimate Breakdown

Engineering	\$162,000.00	9.4	%	Engineering Percentage of Total Adjustment Cost
Construction	\$1,454,100.00			
Materials	\$0.00			
Easements	\$0.00			
Inspection	\$108,000.00			
Total Adjustment Costs	\$1,724,100.00			
Betterment	\$0.00	0	%	
Estimated Eligibility Ratio	\$0.00	0	%	
Estimated Amount of Utility Cost Participation	\$1,724,100.00			
Amount Requested of State Participation 2125 (Total Adjustment Costs minus Estimated Eligibility Ratio)	\$1,724,100.00			

Section IV- Qualifications

To request relocation reimbursement, the utility must make a written request to the department and submit:

(1) documentation that the utility, because of an existing financial condition, would be unable to pay the cost of relocation in full or in part at the time of relocation or that the utility's ability to operate or provide essential services to its customers would be adversely affected by such a payment made at that time; and

(2) documentation:

(A) on the utility's ability to obtain a state infrastructure bank loan under Texas Administrative Code (TAC) §6.11 (relating to State Infrastructure Bank) and its ability to obtain other financings for the relocation, including relevant financial information described in §6.23 of this title (relating to Application Procedure); or

(B) that the utility is a political subdivision, or owned or operated by a political subdivision, that has a population of less than 5,000 and is located within a county that has been included in at least five disaster declarations made by the president of the United States of America in the six-year period preceding the proposed date of the relocation; or

(C) is a water supply, or sewer service corporation organized and operating under Chapter 67, Water Code; and

(3) any other information or documentation requested by the department.

Please indicate how you qualify for this program with explanations. (Attach a separate page if needed)

- ☒ 1) Payment for all or a part of the relocation of the utility facility does not exceed \$10 million for the relocation of utilities authorized under Section 203.092(a-4) in any fiscal year.

AND

- ☒ 2) Utility is a Political Subdivision or owned by a Political Subdivision or is a water supply, or sewer service corporation organized and operating under Chapter 67, Water Code.

Explanation:

The City of Freeport water line is directly connected to the water supply.

AND

- ☒ 3) A financial condition would prevent the utility from being able to pay the cost in full or in part or, if paid at that time, the payment would adversely affect the utility's ability to operate or provide essential services to its customers.

Explanation:

The City of Freeport is a low income City and would not financially be able to fund this portion of the project.

AND

- ☒ 4A) The utility would not be able to receive a state infrastructure bank loan to finance the cost of the relocation and is otherwise unable to finance that cost.

Explanation:

The City would face severe financial burden by the financing of these costs for the water line relocation.

☐ **OR**

- 4B) The utility is owned or operated by a political subdivision, that has a population of less than 5,000 and that is located in a county that has been included in at least five presidential disaster declarations in the six-year period preceding the proposed date of the relocation.

Explanation:

#	Declaration ID	Year
1		
2		
3		
4		
5		

SECTION V - Required Documentation

Please check off each section once completed/addressed.

- ☒ Submit a preliminary cost estimate of the relocation reviewed by the TxDOT District. The preliminary cost estimate should be broken down by unit price, units, and quantities.
- ☒ Submit a set of plans and/or map layout to indicate the location of the project and the existing facility in conflict.
- ☒ List all outstanding existing debt payable from all revenue sources (*Please attach documentation.*)

- ☒ List of all other outstanding financial agreements with TXDOT, for example, SIB loans, advance funding agreements, pass-through tolls, and right-of-way agreements.

- ☒ Please attach bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.
- ☒ Submit a resolution from governing board authorizing the application.
- ☒ Submit a financial feasibility study. (A financial feasibility study should, at minimum, include an analysis of the entity's current and future financial condition and how the proposed relocation cost or anticipated debt service cost of a SIB loan would affect the entity's financial condition.)
- ☒ Submit 5 years of audited financial statements related to the source of repayment. If the files are located online, provide the link in place of the actual files. Submit a copy of the most recent budget.

Section VI - Acknowledgment and Certification

I have completed the preliminary requirements as specified by the Texas Administrative Code Title 43, Part 1, Chapter 21, Subchapter B, Rule 21.25: State Participation in the Relocation of Certain Publicly-Owned Utility Facilities, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.



Signature of authorized official

Apr 14, 2025

DateLance Petty

Printed NameCity Manager, City of Freeport

Title, Jurisdiction

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

District Only

Reviewer Name: _____

Cost estimate and plans reviewed: ☐ Yes ☐ No

Reviewer Signature: _____

District Recommends Approval: ☐ Yes ☐ No

Comments:

ROW Division Only

Reviewer Name: _____

Recommended Approval Amount: _____

ROW Division Recommends Approval: ☐ Yes ☐ No ☐ N/A

Comments:

PFD Division Only

Reviewer Name: _____

Recommended Approval Amount: _____

Does Utility Qualify for the SIB Loan? ☐ Yes ☐ No ☐ N/AThe utility has shown financial conditions would affect paying for this relocation. ☐ Yes ☐ No ☐ N/A

Comments:

Client: City of Freeport	Date: 3/12/2025
Project: FM 523 Water Line Relocation	Prepared By: VGB
KHA No.:	Checked By: SJK

Title: TxDOT Funding Preliminary OPCC				Sheet: 1		
Item No.		Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization, Bonds, and Insurance (5%)		1	LS	\$ 54,000.00	\$ 54,000
2	Trench Safety		550	LF	\$ 2.00	\$ 1,100
3	Remove and Dispose Existing 12" Water		1,100	LF	\$ 35.00	\$ 38,500
4	Install 12" PVC Water Line by Open Cut (including fittings)		550	LF	\$ 120.00	\$ 66,000
5	Install 12" HDPE Water Line by Horizontal Directional Drill		1,500	LF	\$ 400.00	\$ 600,000
6	Install 12" PVC Water Line with 20" Steel Casing by Trenchless		350	LF	\$ 600.00	\$ 210,000
7	Install 12" Isolation Valve		5	EA	\$ 6,000.00	\$ 30,000
8	Furnish and Install Connection to Existing 12" Water		4	EA	\$ 10,000.00	\$ 40,000
9	Hydrostatic Testing and Disinfection		1	EA	\$ 20,000.00	\$ 20,000
10	Hydromulch Seeding, Establishment, and Maintenances		1	AC	\$ 3,500.00	\$ 3,500
11	Complete Installation and Maintenance of Stone Overflow Structures		2	EA	\$ 2,000.00	\$ 4,000
12	Complete Installation and Maintenance of Silt Fence		800	LF	\$ 5.00	\$ 4,000
13	Complete Installation and Maintenance of Stabilized Construction Access		2	EA	\$ 3,000.00	\$ 6,000
Basis for Cost Projection: ☒ No Design ☐ Preliminary ☐ Final Design			Project Subtotal:			\$ 1,077,100
			Environmental (10%):			\$ 108,000
			Engineering, Survey, and Geotech (15%):			\$ 162,000
			Contingency (35%)			\$ 377,000
			Project Total			\$ 1,724,100

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



City Council Agenda Item #[2.D]

Title: Action approving Resolution No. 2025-2920 Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority) Sienna Villas Apartments- Lance Petty, City Manager

Date: June 2, 2025

From:

Staff Recommendation: Staff recommends approval of the agreement

Item Summary: Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority)

Background Information: Sienna Villas Apartments received major damage associated with hurricane Beryl. The approval of this agreement ensures affordable housing servicing low- to moderate - income citizens of the City of Freeport.

The city's responsibility under this Agreement shall include the following:

- (a) CITY shall endeavor to identify local service providers and programs that have the potential to serve and/or enhance services at the Project.
- (b) CITY staff shall cooperate with the Corporation and shall participate in briefings with the CITY's City Council upon the Corporation's request.
- (c) CITY staff shall work with the Corporation to facilitate and process the departmental approvals, or City permits necessary for the completion of the Project.
- (d) CITY agrees to expedite and assist with any procedural requirements involved in obtaining any City Council approvals necessary for the development of the Project, including approvals and resolutions related to the Project's application to TDHCA for 4% Credits.
- (e) CITY agrees to supply the Project with the same degree of public services that it supplies to other similar multifamily developments within the City.

Special Considerations: N/A

Financial Impact: The City is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of the City.



Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Sienna Villas - Resolution - TDHCA No Objection and Coop Agr_
2. Freeport- Cooperation Agreement - Service as Issuer Only VCOT 3-25

RESOLUTION NO. 2025-2920

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS EVIDENCING NO OBJECTION TO THE APPLICANT’S TAX CREDIT APPLICATION; AUTHORIZING THE VILLAGE COMMUNITIES OF TEXARKANA, TEXAS AND ITS AFFILIATE TEXAS HOME COLLABORATIVE TO EXERCISE ITS POWERS AT A PARTICULAR LOCATION WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF FREEPORT, TEXAS; AUTHORIZING A COOPERATION AGREEMENT; AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF FREEPORT, TEXAS.

WHEREAS, the City Council is the governing body of the City of Freeport, Texas (the “City”);

WHEREAS, there exists in the City of Freeport a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, TX Sienna Rehab VCTT, LP, a Texas limited partnership (the “Applicant”) proposes to acquire and rehabilitate approximately 144-unit multifamily housing development for tenants on low and moderate income that will be located at approximately 902 North Ave J, Freeport, Texas 77541 and within Brazoria County, Texas known as the “Sienna Villas” (the “Development”); and

WHEREAS, the Applicant has applied for financing the Development (the “Application”), including Low Income Housing Tax Credits (the “Tax Credits”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, it is further contemplated that Texas Home Collaborative, a Texas public facility corporation (the “PFC”) duly organized by the Housing Authority of the City of Texarkana, Texas d/b/a Village Communities of Texarkana, Texas (the “VCTT”), will issue tax-exempt bonds in order to finance a portion of the financing for the Development; and

WHEREAS, Texas Local Government Code, Section 392.017 (d) requires that the governing body of a municipality adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059; and

WHEREAS, the City of Freeport has conducted a public hearing to take testimony with regard to the Development; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

FREEPORT:

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Pursuant to Texas Local Government Code, Section 392.017(d)(1), the City Council declares that there is a need for VCTT and/or PFC to exercise its powers in the territorial boundaries of the City to provide decent, safe, and sanitary housing that is affordable for lower income residents of the City. VCTT and/or the PFC is hereby authorized to exercise its powers in the territorial boundaries of the City as set forth in the Cooperation Agreement attached hereto.

Section 3. Pursuant to Texas Local Government Code, Section 392.017(d)(2) and the Cooperation Agreement attached hereto and incorporated herein between PFC and the City, PFC is hereby authorized under Texas Local Government Code Section 392.059(a) to exercise its powers within the City at the specific location identified in the Cooperation Agreement. The City agrees to cooperate with PFC to allow VCTT to provide financing to assist in the provision of housing for low and moderate income residents in the territorial boundaries of the City consistent with the terms of the Cooperation Agreement, and at the specific location identified in the Cooperation Agreement. VCTT and the PFC are authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392 and the Texas Public Facility Corporation Act, Texas Local Government Code Chapter 303, respectively, to finance, plan, undertake, construct, or operate housing projects in the City, consistent with the terms of the Cooperation Agreement. The Cooperation Agreement only authorizes VCTT and the PFC to take action in connection with the Development. The City Manager, or his duly authorized representative, is hereby authorized to execute the Cooperation Agreement on behalf of the City.

Section 4. In accordance with the requirements of Texas Government Code Section 2306.67071 and Texas Administrative Code Section 11.204(4), it is hereby found that:

- (a) Notice has been provided to the City Council in accordance with Texas Government Code Section 2306.67071(a);
- (b) The City Council has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Application;

- (c) The City Council has held a hearing at which public comment may be made on the proposed Application in accordance with Texas Government Code Section 2306.67071(b); and
- (d) After due consideration of the information provided by the Applicant and public comment, the City Council has no objection to the proposed Application.

Section 5. The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions it may have about the Development.

Section 6. The City hereby supports the proposed Development and confirms that its governing body has voted specifically to approve the rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4).

Section 7. The Mayor and/or City Manager is authorized to take any reasonable and necessary action to effectuate the direction and intention of this resolution and the Cooperation Agreement.

Section 8. The City Secretary is hereby authorized to certify these resolutions to TDHCA, VCTT, and the PFC.

Section 9. If any article, paragraph, subdivision, clause or provision of this resolution be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

Section 10. This resolution shall take effect immediately from and after its passage.

DULY PASSED and approved by the City Council of the City of Freeport, Texas, on this the ___ day of _____, 2025.

ATTEST:

APPROVED:

Clarisa Fernandez, City Secretary

Jerry Cain, Mayor

APPROVED AS TO FORM:

David Olson, City Attorney

**COOPERATION AGREEMENT
BETWEEN
CITY OF FREEPORT, TEXAS
AND
TEXAS HOME COLLABORATIVE**

This Agreement (“**Agreement**”) is made and entered into by and between the City of Freeport, Texas, a political subdivision of the State of Texas (“**City**”), and Texas Home Collaborative, a non-profit public facility corporation (“**Corporation**”) sponsored by the Housing Authority of the City of Texarkana, Texas d/b/a Village Communities of Texarkana, Texas (the “**Authority**”), a public housing authority organized under Chapter 392 of the Texas Local Government Code.

WHEREAS, CITY desires to promote, maintain, and provide safe, sanitary, and affordable mixed income, housing servicing low to moderate-income citizens of the City; and

WHEREAS, the Authority’s mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

WHEREAS, Chapter 791 of Texas Local Government Code allows Cities, to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low and moderate income within the boundaries of the cooperating political subdivision; and,

WHEREAS, City has a need for and desires to increase its supply of quality, mixed income, affordable housing for the benefit of its current and future residents; and affirmatively supports the rehabilitation and modernization a hurricane damaged multifamily development more commonly known as Sienna Villas (the “**Project**”), subject to all local zoning and building codes.

WHEREAS, the Corporation has identified RISE Residential or their designee (“**Developer**”), to act as its developer partner to rehabilitate and repair the Project; and

NOW THEREFORE, City and the Corporation (collectively, the “**Parties**”) agree as follows:

Section 1: Purpose and Objective. The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between the Parties in the rehabilitation and modernization of the Project to be rehabilitated and operated within the territorial limits of the City for the purpose of providing quality, safe, and affordable housing to low and moderate income residents of the City; provided, however, that this Agreement does not amend or otherwise affect any development agreement related to the Property to which Developer is a party.

Section 2: Role of the Corporation. The responsibilities of the Corporation under this Agreement shall include the following:

- (a) Corporation shall coordinate with City to provide requested briefings to City's City Council and City staff, as appropriate.
- (b) Corporation shall work with the developer and co-developer to prepare and submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 4% Low Income Housing Tax Credits ("4% Credits") to support the Project.
- (c) Corporation shall serve as the issuer of any bonds required in conjunction with the award of the 4% Credits.

Section 3: Role of City. City's responsibility under this Agreement shall include the following:

- (a) City shall endeavor to identify local service providers and programs that have the potential to serve and/or enhance services at the Project.
- (b) City staff shall cooperate with the Corporation and shall participate in briefings City's City Council upon the Corporation's request.
- (c) City staff shall work with the Corporation to facilitate and process the departmental approvals, or City permits necessary to the completion of the Project.
- (d) City agrees to expedite and assist with any procedural requirements involved in obtaining any City Council approvals necessary to the development of the Project, including approvals and resolutions related to the Project's application to TDHCA for 4% Credits.
- (e) City agrees to supply the Project with the same degree of public services that it supplies to other similar multifamily developments within the City.

Section 4: Joint Obligations. In addition to the duties outlined in Sections 2 and 3 above, to facilitate the rehabilitation, financing, and operation of the Project, City and the Corporation agree to jointly collaborate to achieve the following:

- (a) Each party shall make best efforts to consult and coordinate with the other as to timing, content, and form before issuing any press release or other public disclosure or formal statement related to this Agreement or the Project. However, this section does not prohibit any disclosures regarding this Agreement, if, in the opinion of its legal counsel, such disclosure is required by law, including but not limited to disclosures required by the Texas Public Information Act.

Section 5: Term. This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement ("Agreement Term") shall continue throughout the life of the Project (the life of the Project shall be considered to have expired if the multifamily housing operation completely ceases for a period of at least 365 consecutive days).

Section 6: Representations and Warranties.

6.1. The Corporation hereby unconditionally warrants and represents to City as follows:

- (a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, the Corporation will comply with all legal requirements required to be met, including but not limited to the following: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to the Authority or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or to the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) the Corporation's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by the Corporation, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which the Corporation may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.
- (b) It is a duly organized and validly existing legal entity under the laws of the State of Texas.
- (c) The Corporation is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Corporation is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto (except for HUD approval of project based vouchers), unless such approval has been obtained and is in full force and effect on the date hereof.

- (d) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Corporation pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Corporation which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

6.2. City hereby unconditionally warrants and represents to the Corporation as follows:

- (a) It has legal capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all the undertakings set forth herein.
- (b) It is a duly organized and validly existing legal entity under laws of the State of Texas.
- (c) This Agreement has been duly and validly executed and hereby binds City and constitutes a valid and legally binding obligation enforceable in accordance with its terms.
- (d) City is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of City. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, or decree of any court or governmental agency, or of any indenture or other agreement or instrument to which City is subject, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of City pursuant to the terms of any such indenture or agreement or instrument and, except as expressly set forth herein, will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.
- (e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by City pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of City which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.
- (f) The authorization of the City of Freeport to proceed with the execution of this Agreement shall include the authorization of the Mayor or City Manager or their designee (“**Mayor**”) to provide any approvals or consents required from City pursuant to this Agreement without the need for further action by Board of Directors. To the

extent the Mayor deems any consent or approval item needs to be brought before the City Council, such City Council action shall be taken by City within the time period necessary to meet any deadlines applicable to such item.

SECTION 7: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Corporation at the following address:

Antonio D. Williams, Secretary & CEO
Village Communities Development Corporation
1611 N. Robison Road
Texarkana, Texas 75501
E-mail: awilliams@vcofft.org

with a copy to:
Mattye Gouldsby Jones
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
E-mail: mjones@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested to City and City at the following address:

City of Freeport
Attn: City Manager, lpetty@freeporttx.gov
1201 North Avenue H
Freeport, TX 77541

with a copy to:

Olson & Olson L.L.P.
Wortham tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019
Attention: David W. Olson

Notice will be considered given and completed upon actual receipt of the notice by the receiving party. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

SECTION 8. Cooperation and Compliance. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof in accordance with the applicable laws, regulations and agreements relating thereto.

SECTION 9. Miscellaneous.

9.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

9.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

9.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Freeport. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Brazoria County, Texas. Should any party hereto retain counsel for the purpose of litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party.

9.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

9.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

9.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

9.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

9.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

9.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

9.10 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this ____ day of _____, 2025.

TEXAS HOME COLLABORATIVE
a Texas non-profit public facility corporation

By: _____
Name: Antonio D. Williams
Title: Secretary & CEO

CITY OF FREEPORT, TEXAS

By: _____
Name: _____
Title: _____



City Council Agenda Item #[3.A]

Title: Consideration and possible action by City Council approving items for surplus and authorize the sale with an online auction using Public Surplus.

Date: June 2, 2025

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends City council approve the items designated as surplus and authorize staff to dispose of them through an online auction using Public Surplus.

Item Summary: Staff continues to identify items for surplus for housekeeping at city facilities.

Background Information: The City of Freeport has worked with this online auction company previously and the auctions have been successful.

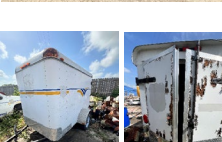
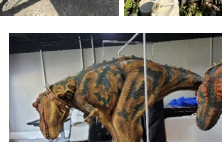
Special Considerations: None

Financial Impact: Public Surplus will collect sales tax of items sold at 8.25%. The City will allow bidders 5-business days to pick up items. If items are not picked up within this allotted time, the City will charge \$10 a day for 15 additional days as storage fees before items are considered abandoned by the bidder.

Board or 3rd Party Recommendation: None

Supporting Documentation:

1. Surplus List 2025

Department	Description	# of Items	Serial Number	Tag Number	Manufacturer	Model	Primary Location	Working or not working	VIN #	Spedometer Reading	Condition	IMAGE
POLICE	2014 CHEVROLET TAHOE	1	N/A	N/A	CHEVROLET	TAHOE	SERVICE CENTER	WORKING	1GNLC2E02ER159671	105,606	POOR	
POLICE	2016 CHEVROLET TAHOE	1	N/A	N/A	CHEVROLET	TAHOE	SERVICE CENTER	NOT WORKING	1GNLCDEXGR252799	127,966	POOR	
POLICE	2000 CHEVROLET CORVETTE	1	N/A	N/A	CHEVROLET	CORVETTE	SERVICE CENTER	WORKING	1G1YY22G7Y5107734	127,778	GOOD	
POLICE	2016 FORD EXPLORER	1	N/A	N/A	FORD	EXPORER	SERVICE CENTER	WORKING	1FM5K7B9GG875937	134,329	GOOD	
POLICE	2023 TOPHAT INDUSTRIES ENCLOSED TRAILER	1	N/A	N/A	TOPHAT	ENCLOSED TRAILER	SERVICE CENTER	N/A	4R7BU16243T048263	N/A	POOR	
MUSEUM	WEARABLE DINOSAUR COSTUME	1	RDC-066	N/A	Zigong Real Dinosaur Science & Technology Co., Ltd.	T-Rex Costume	MUSEUM	WORKING	N/A	N/A	GOOD	
MUSEUM	WEARABLE DINOSAUR COSTUME	1	RDC-0126	N/A	Zigong Real Dinosaur Science & Technology Co., Ltd.	T-Rex Costume	MUSEUM	WORKING	N/A	N/A	GOOD	

Department	Description	# of Items	Serial Number	Tag Number	Manufacturer	Model	Primary Location	Working or not working	VIN #	Spedometer Reading	Condition	IMAGE
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MUSEUM	FOAM BLOCKS	9	CF322-078	N/A	Children's Factory	Tunnel Mountain Slide	MUSEUM	N/A	N/A	N/A	GOOD	
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MUSEUM	WOODEN CUBE	1	N/A	ANATEX-SPC6004	Anatex	Sea Life Play Cube	MUSEUM	N/A	N/A	N/A	GOOD	
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City Council Agenda Item #[3.B]

Title: Consideration and possible action approving Resolutions appointing/reappointing members to various Boards and Commissions.

Date: June 2, 2025

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends approval of the proposed resolutions appointing and reappointing individuals to various Boards and Commissions as presented. These appointments are in accordance with established procedures and ensure continued functionality and representation on each board.

Item Summary: Terms have expired on each of the Boards and Commissions. These terms expired on May 31, 2025. Additionally, there are several positions left vacant due to members stepping down before their term expired. At the time this memo was created the City has received applications from individuals who are interested in serving on these Boards and Commissions.

This agenda item involves the City Council's consideration and possible action on resolutions to appoint or reappoint individuals to several municipal Boards and Commissions. This process helps maintain full membership on advisory and regulatory bodies that serve an essential role in local governance.

All board members are appointed to fulfill 2-year terms and serve at the pleasure of City Council.

A summary list has been created of expiring terms for each Board and a list of interested applicants is attached to this memo.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Boards and Commissions list
2. Planning and Zoning Resolution 2025 PDF



3. EDC Resolution 2025 PDF
4. Board of Adjustment Resolution 2025 PDF
5. Historic Commission and Main Street Resolution 2025 PDF
6. Charter Review Resolution 2025 PDF
7. Senior Citizens Resolution 2025 PDF
8. Beautification Board Resolution 2025 PDF

Planning Commission	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Ronald Bachman	Yes
James Saccomanno	Yes

<i>New Applications</i>
Melanie Oldham

Economic Development	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Josh Mitchell	Yes
Sandra Loeza	Yes
Mark Parker	Yes
Shonda Marshall	No

<i>New Applications</i>
Gary Guerrieri
Melanie Oldham
Ron Bachman
Flora Green
Jose Luiz Hernandez

Board of Adjustments	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Nicole Mireles	Yes
Sammye Moore	Yes
Bobby Wall (Alternate)	No
Barry Simmons	No

<i>New Applications</i>

Historical Commission & Main Street	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Edith Fisher	Yes
Lon Y Siddall	Yes
Lucy Montiel Martinez	Yes
Sandra Leavey	Yes
Betty Lopez	Yes

<i>New Applications</i>
David McGinty

Charter Review Commission	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Lila Diehl	Yes
Ruben Renobato	Yes
Theodore Baker	Yes
Douglas Domingues	Yes
Sam Reyna	Yes

<i>New Applications</i>
Loren Eric Hayes
Flora Green

Senior Citizens Commission	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Ona Johnson	Yes
Sammy Moore	Yes
Sandra Childress	Yes
Jane Hawkins	Yes
Brenda Laird	No

<i>New Applications</i>
Loraine Mitchell
Darlene Wier
Ron Bachman

Beautification/Parks Recreation	
<i>Applicant (Expired)</i>	<i>Reapplied</i>
Julio Chavez	Yes
Robert Dohle	Yes
Theodore Baker	Yes
<i>New Applications</i>	
Sammye Moore	

RESOLUTION NO. 2025- 2921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE PLANNING COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the RONALD BACHMAN AND JIM SACCOMANNO named member(s) of The Planning Commission of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above member(s) terminates on May 31, 2025 the City desires to appoint the below named qualified person(s) as member of said committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person(s) to the Planning Commission of the City for a term of two (2) years which expires on May 31, 2027 and until a successor for such person shall have been appointed and qualified, to-wit.

1. _____
2. _____
3. _____

SECTION TWO (2): DUTIES

The above-named appointee shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2025-2922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the JOSH MITCHELL, SANDRA LOEZA, MARK PARKER, AND SHONDA MARSHALL board directors of The Freeport Economic Development Corporation of the City of Freeport, Texas ("the City") has expired of the appointed term;

WHEREAS, the term of appointment of the above director(s) terminates on May 31, 2025;

WHEREAS, the above director(s) holds the position of an "A" director, of which the term of "A" directors expires in odd numbered years;

WHEREAS, the City Council of the City desires to appoint/re-appoint the below named qualified person(s) as member(s) of said board of directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Freeport Economic Development Corporation of the City for the of a term of two (2) years which expires on May 31, 2027, and until a successor for such person shall have been appointed and qualified, to-wit.

1. _____
2. _____
3. _____
4. _____

SECTION TWO (2): DUTIES

The above-named appointee shall perform all of the duties imposed on members of the Freeport Economic Development Corporation of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2025-2923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPOINTING QUALIFIED PERSONS TO THE BOARD OF ADJUSTMENTS OF THE CITY TO FULFILL TWO-YEAR TERMS; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATHS OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office have expired for the Freeport Board of Adjustments members NICOLE MIRELES, SAMMYE MOORE, BOBBY WALL (ALT), BARRY SIMMONS named members (s) of the Board of Adjustment of the City of Freeport, Texas (“the City”) has expired, of the appointed term;

WHEREAS, according to City Ordinance the city council of the City shall appoint five (5) board members and two (2) alternates to serve on the Board for a two-year term; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person(s) to fill the vacant or expired positions on the board for two (2) year terms, said appointments as members of said board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Adjustments of the City to fulfill the remaining term(s) as appointed, to wit:

Name	1. _____	Term expiration	<u>5/31/2027</u> (Regular)
	2. _____		<u>5/31/2027</u> (Regular)
	3. _____		<u>5/31/2027</u> (Regular)
	4. _____		<u>5/31/2027</u> (Alternate)

SECTION TWO (2): DUTIES

The above-named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2025-2924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT HISTORIC COMMISSION AND MAIN STREET BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the EDITH FISCHER, LON Y SIDDALL, LUCY MONTIEL MARTINEZ, SANDRA LEAVEY, AND BETTY ACALA board member(s) of The Freeport Historic Commission and Main Street Board of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above members(s) terminates on May 31, 2025;

WHEREAS, the City Council of the City desires to appoint the below named qualified person(S) as member(s) of said board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints re-appoints the following named qualified person(s) to the Freeport Historic Commission and Main Street Board of the City for a term of two (2) years which expires on May 31, 2027 and until a successor for such person shall have been appointed and qualified, to-wit.

1. _____
2. _____
3. _____
4. _____
5. _____

SECTION TWO (2): DUTIES

The above-named appointee(s) shall perform all of the duties imposed on members of the Freeport Historic Commission and Main Street Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2025-2925

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT CHARTER REVIEW OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the LILA DIEHL, RUBEN RENOBATO, THEODORE BAKER, DOUGLAS DOMINGUEZ, AND SAM REYNA board member of Charter Review Commission of the City of Freeport, Texas ("the City") has expired;

WHEREAS, the term of appointment of the above member terminates on May 31, 2025;

WHEREAS, the City Council of the City desires to appoint the below named qualified person as member of said board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Charter Review Commission of the City for the of a term of two (2) years which expires on May 31, 2027, and until a successor for such person shall have been appointed and qualified, to-wit.

1. _____
2. _____
3. _____
4. _____
5. _____

SECTION TWO (2): DUTIES

The above-named appointee(s) shall perform all of the duties imposed on members of the Charter Review Commission of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Attest:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Jerry Cain, Mayor
City of Freeport, Texas

RESOLUTION NO. 2025-2926

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE FREEPORT SENIOR CITIZENS BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the ONA JOHNSON, SAMMY MOORE, SANDRA CHILDRESS, JANE HAWKINS, AND BRENDA LAIRD Board Members of the Freeport Senior Citizen Board of the City of Freeport, Texas ("the City") has expired;

WHEREAS, the term of appointments of the above-board members terminates on May 31, 2025;

WHEREAS, the City Council of the City desires to appoint the below named qualified person(s) as member(s) of said board of members.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Freeport Senior Citizen Board of the City for a term of two (2) years which expires on May 31, 2027, and until a successor for such person shall have been appointed and qualified, to-wit.

1. _____
2. _____
3. _____
4. _____
5. _____

SECTION TWO (2): DUTIES

The above-named appointee shall perform all of the duties imposed on members of the Freeport Senior Citizen Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2025-2927

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE BEAUTIFICATION/PARKS AND REC OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the JULIO CHAVEZ, ROBERT J. DOHLE, THEODORE BAKER named member (s) of the Freeport Beautification/Parks and Rec Board of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above member (s) terminates on May 31, 2025. The City desires to appoint the below named qualified person (s) as member of said committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Freeport Beautification/Parks and Rec Board of the City for a term of two (2) years which expires on May 31, 2027, and until a successor for such person shall have been appointed and qualified, to-wit.

1. _____
2. _____
3. _____

SECTION TWO (2): DUTIES

The above-named appointee(s) shall perform all of the duties imposed on members of the Freeport Beautification/Parks and Rec Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee(s) shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas



City Council Agenda Item #[3.C]

Title: Consideration and possible action on the appointment of City Council Liaison for City of Freeport Boards and Commissions.

Date: June 2, 2025

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends the Council members volunteer and formally be appointed to serve as Liaisons to the City's various Boards and Commissions.

Item Summary: According to Article 4. Sec. 2-143 of the City of Freeport Code of Ordinances, The city council shall appoint one of its members to attend the meetings of the boards and commissions established by the city Charter or the city council and to serve as a liaison between such boards and commissions and the city council.

Background Information: Active Boards include (with current Liaison)

- Planning and Zoning Commission (**Councilman Matamoros**)
- Economic Development (**Mayor Cain**)
- Board of Adjustments (**Councilman Matamoros**)
- Historical Commission and Main Street (**Mayor Cain**)
- Charter Review Commission (**Councilman Davis**)
- Senior Citizens Commission (**Councilman Rossow**)
- Beautification/Parks and Recreation Commission (**Councilman Rossow**)

Special Considerations:

Financial Impact:

Board or 3rd Party Recommendation:

Supporting Documentation:

None



City Council Agenda Item #[3.D]

Title: Consideration and possible action awarding the bids and authorizing the City Manager to sign the contracts for the City Hall Generator, Service Center Generator, and Riverplace Generator.

Date: June 2, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends Council approval of bids for City Hall Generator and Service Center Generator. The Riverplace Generator should be tabled for the time being.

Item Summary: On Friday, May 16, 2025, the City opened bids for (3) separate generator installation projects. Staff have reviewed the bid documents attached.

Background Information: The City of Freeport was awarded a TDEM HMGP Generator project for City Hall, Service Center, and Riverplace earlier this year. The project allows for the installation of a fixed generator at each listed facility. The projects each have a required 10% match. Below are the results of the bids received for the (3) projects:

City Hall:

McDonald Municipal - \$341,469.00

Texan Municipal - \$347,845.45

Metco Engineering - \$503,414.00

Service Center:

McDonald Municipal - \$151,649.00

Texan Municipal - \$201,680.43

Metco Engineering - \$341,405.00

Riverplace:

McDonald Municipal - \$216,469.00

Texan Municipal - \$240,300.90

Metco Engineering - \$355,040.00

Special Considerations: The City Hall project was awarded by TDEM for \$425,000. The apparent low bidder was McDonald Municipal. Their proposal is also within the grant project range.

The Service Center project was awarded by TDEM for \$200,000. The apparent low bidder was McDonald Municipal. Their proposal is also within the grant project range.



The Riverplace project was awarded by TDEM for \$143,000. The apparent low bidder was McDonald Municipal. Their proposal is higher than the grant project range by \$73,469.00. Staff is working with TDEM to submit a cost increase for the project before awarding the bid.

Financial Impact: If awarded to the apparent low bidder for City Hall and Service Center, the total local match would be \$49,311.80. This amount will come from Fund 21 - Facilities & Grounds, as previously approved.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 2025-07 - Bid Opening Packet
2. 2025-07 - McDonald Municipal Response
3. 2025-07 - Metco Engineering Response
4. 2025-07 - Texan Municipal Response
5. 2025-08 - Bid Opening Packet
6. 2025-08 - McDonald Municipal Response
7. 2025-08 - Metco Engineering Response
8. 2025-08 - Texan Municipal Response
9. 2025-09 - Bid Opening Packet
10. 2025-09 - McDonald Municipal Response
11. 2025-09 - Metco Engineering Response
12. 2025-09 - Texan Municipal Response



RFP # 2025-07 PUBLIC BID OPENING

Project No. DR-4586-0114

Project Name: City Hall Generator

Submissions Due Date:

Friday, May 16, 2025, at 10:00 AM CST

No Submissions after deadline were accepted.

BIDS WERE OPENED PUBLICLY AND READ ALOUD AT:

City Hall 1201 North Avenue H Freeport, TX 77541

On the following date and time:

Friday, May 16, 2025 at (10:00AM)

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526



SIGN IN SHEET

NAME	COMPANY	EMAIL
Clarisa Fernandez	COF	Cfernandez@Freeporttx.gov
Crystal Ruiz	COF	CruiseFreeport.tx.us
Lando Morales	Metco	Lando@Metcoengineering.com
Estevan Antic	Metco Eng.	estevan@metcoengineering.com
Ruben Torres	Texas Municipal Industrial	rubentorres@Texamuni.com
Raymond Leal	mm&F	wayneb@mcDonaldinc.com
Ashlee Hurst	COF	ahurst@Freeporttx.gov



BID TABULATION

[illegible]

2 of 37



BID EVALUATION (IF APPLICABLE)

VENDOR	EXPERIENCE (MAX 40)	WORK PERFORMANCE (MAX 25)	CAPACITY TO PERFORM (MAX 35)	TOTAL SCORE	TOTAL OF PROPOSAL
McDonald Municipal	Not listed	Not listed	Not listed	—	341,469.00
Texan Municipal	40	25	35	100	347,845.45
Metco Engineering	40	25	35	100	503,414.00



SCORING CRITERIA

Experience:

- Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)
- Proposer's/Respondent's experience/past relationship with the City (Max 5 points)
- Experience of Project Manager or Site Superintendent (Max 10 points)
- The extent to which the goods or services meet the City's needs (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 40

Work Performance:

- Past Performance on similar projects of size and scope (Max 10 points)
- Management of Purchase Price/Pricing (Max 10 points)
- Quality of goods and services (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 25

Capacity to Perform:

- Experience of Staff (Max 10 points)
- A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)
- Adequacy to do the work assigned (Max 10 points)
- Professional Liability insurance in force (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 35

OVERALL TOTAL POSSIBLE: 100

City Hall Generator, DR-4586-0114

Page 65 of 578



McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

Name: City of Freeport
City Hall Generator # 2025-07
May 16, 2025

Bidder: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Contact: Wayne Berkenmeier, Vice President Special Projects
713-921-1368 (office): 713-202-4887 (cell)

WayneB@mcdonaldinc.com

To whom it may concern,

Please let this letter serve as an introduction to McDonald Municipal and Industrial (MM&I)- A Division of C.F. McDonald Electric, Inc. McDonald Electric has been in business for 68 years we are incorporated in the State of Texas with one office located in Houston, Texas. We have approximately 200 electricians, 10 estimators/project managers and 2 professional engineers on staff. We are licensed to complete construction projects in the State of Texas and our staff includes 3 master electricians, 10 project managers, and (2) Professional Electrical Engineers.

MM&I was founded in 2014 to provide turn key construction projects to our customers. Our firm completes an average of \$65M in construction projects each year and MM&I completes 100% of these projects as a general contractor as our contracts often include significant masonry, concrete, roofing, utility work, asphalt, mechanical concrete, chlorine systems, and various other scopes of work. MM&I has installed an average of 50 industrial generators per year for many City, County, State, and Federal organizations.

Thank you for considering us for award of your contract and we hope to be able to work with The City of Freeport on the proposed project.

Respectfully,

Wayne Berkenmeier
Vice President Special Projects

McDonald Municipal & Industrial – A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Dr. Houston, Texas 77017 Phone: 713-921-1368 Fax: 713-921-5109

Bid Proposal

City of Freeport – City Hall Generator
1201 N Avenue H Freeport, Texas 77541
RFP # 2025-07

Insurance bonds, mobilization, permits and clean up in accordance with the plans and specs	LS	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
Prep concrete pad for generator	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Installation of a 350 KW generator mounted outdoors with waterproof enclosure on 4" structural slab	LS	\$ <u>150,000.00</u>	\$ <u>150,000.00</u>
Security fencing with lockable gate installed around the generator with bollards on 4' centers in traffic areas	LS	\$ <u>3,500.00</u>	\$ <u>3,500.00 ***</u>
Installation of gas piping and electrical modifications	LS	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
Any additional	LS	\$ <u>154,869.00</u>	\$ <u>154,869.00</u>

Total \$ 341,469.00

*** Includes perimeter fence as needed to surround the new generator. We will reuse a portion of the existing fence. ***


Signature

Vice President Special Projects
Title

Date: May 16, 2025

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on May 16, 2025.

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.
Firm: _____ TIN: 74-1540453

Signed By: _____ Date: May 16, 2025

Printed Name: Wayne Berkenmeier Title: Vice President Special Projects

Phone #: 713-921-1368 Fax #: 713-921-5109

Email: WayneB@mcdonaldinc.com Website: _____

Mailing Address: 5044 Timber Creek
Houston, Texas 77017

Delivery Address: 5044 Timber Creek
Houston, Texas 77017

END OF REQUEST

MINUTES OF MEETING
OF
BOARD OF DIRECTORS
OF

C. F. McDONALD ELECTRIC, INC.

A meeting of the Board Of Directors of the Corporation was held on this date and at the time and place set forth in the written waiver of Notice signed by the Chairman, fixing such time and place.

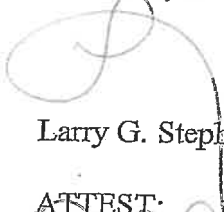
There were present the following:

Larry G. Stephenson, Chairman of The Board/Director
Harry Keller, Vice President
Diana Dollar, Secretary/Treasurer
Wayne Berkenmeier, Vice President Special Projects

The meeting was called to order by Larry G. Stephenson.

On the day, May 1, 2014, it was moved, seconded, and unanimously carried that Wayne Berkenmeier, acting as Vice President Special Projects of the Corporation, shall have the authority to sign, alone, any and all bid proposals, contracts and other legal of C. F. McDonald Electric, Inc., and/or McDonald Municipal and Industrial A Division of C. F. McDonald Electric, Inc.

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, it was adjourned.


Larry G. Stephenson

ATTEST:


Diana Dollar

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric 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.

NONE

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

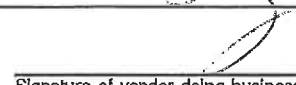
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity
Wayne Berkenmeier

May 16, 2025

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).

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

The Contractor, _____, 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

Wayne Berkenmeier Vice President Special Projects

Printed Name and Title of Contractor's Authorized Official

May 16, 2025

Date

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

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

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

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

Wayne Berkenmeier

Vice President Special Projects

713-921-1368

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

NONE

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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	Report Type: a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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: Wayne Berkenmeier Title: Vice President Special Projects Telephone No.: 713-921-1368 Date: May 16, 2025		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
H & R Electrical Supply	281-382-7122	\$ 12,500.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2025-1299481

Date Filed:
04/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
McDonald Municipal & Industrial A Division of C.F. McDonald Electric, Inc.
Houston, TX United States

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

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.
RFP # 2025-07
City Hall Generator

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stephenson, Larry	Houston, TX United States	X	
	Berkenmeier, Wayne	Houston, TX United States	X	
	Keller, Harry	Houston, TX United States	X	
	Dollar, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wayne Berkenmeier, and my date of birth is 05/15/1970.

My address is 5044 Timber Creek, Houston, Texas, 77017, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16th day of May, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5044 Timber Creek Drive

6 City, state, and ZIP code

Houston, TX 77017

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

7 4 - 1 5 4 0 4 5 3

or

Employer identification number

7 4 - 1 5 4 0 4 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/16/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Scheduled SAM Maintenance
Show Details
Feb 11, 2025



See All Alerts

FSRS.gov Role Migration is
Live
Show Details
Feb 4, 2025



Home

Search

Data Bank

Data Services

Help

< Core Data



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

BUSINESS INFORMATION

Doing Business As (blank)	URL www.mcdonald inc.com
Division Name C F Mcdonald Electric Inc	Division Number (blank)
Congressional District Texas 29	State/Country of Incorporation Texas, United States

Registration Dates

Activation Date Feb 14, 2025	Initial Registration Date Apr 23, 2002
Submission Date Feb 12, 2025	

Owner	CAGE Legal Business Name
-------	--------------------------------

Immediate Owner	(blank)(blank)
--------------------	----------------

Highest Level Owner	(blank)(blank)
---------------------------	----------------

Entity Dates

Entity Start Date May 1, 1956	Fiscal Year End Close Date Jul 31
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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

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

**MCDONALD C F
ELECTRIC INC**

Active Registration

Unique Entity ID

CAGE/NCAGE

Expiration Date

TKYJJDMT2D49

0HRF6

Feb 12, 2026

Physical Address

5044 Timber Creek DR

Houston, Texas

77017-5954, United States

Mailing Address

5044 Timber Creek

Houston, Texas

77017-5954, United States

Purpose of Registration

All Awards

Version

Current Record

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Drive
Houston, TX 77017

OWNER:

(Name, legal status and address)

City of Freeport
1201 N. Avenue H
Freeport, TX 77541

BOND AMOUNT: 5% of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City Hall Generator Bid #2025-07

Bond Number:

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2025.

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.

(Witness) Diane Dolla

(Principal)

Wayne Berkenmeier

(Title)

(Seal)

Vice President Special Projects

(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Amanda Naquin, Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; James R Jackson; Lisa Marroquin; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

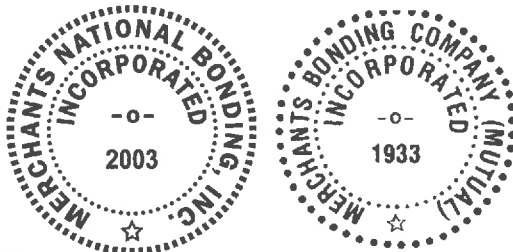
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of April, 2025.



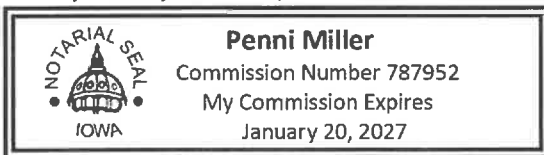
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

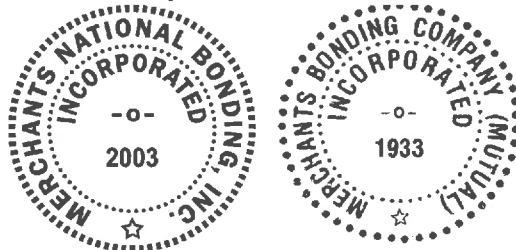


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May, 2025.



Elisabeth Sandersfeld
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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 Risk Services of Louisiana 333 Texas Street, Suite 1000 Shreveport LA 71101		CONTACT NAME: Michelle McCall PHONE (A/C, No, Ext): (318) 797-2422 E-MAIL ADDRESS: michelle-mccall@leavitt.com FAX (A/C, No): (318) 795-4892													
INSURED C F McDonald Electric Inc McDonald Municipal & Industrial 5044 Timber Creek Drive Houston TX 77017		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>NAIC # 25623</td> </tr> <tr> <td>INSURER B: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D: St Paul Surplus Lines Insurance Company</td> <td>30481</td> </tr> <tr> <td>INSURER E: Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: The Phoenix Insurance Company	NAIC # 25623	INSURER B: The Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Indemnity Company of Connecticut	25682	INSURER D: St Paul Surplus Lines Insurance Company	30481	INSURER E: Travelers Property Casualty Co. of America	25674	INSURER F:	
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INSURER E: Travelers Property Casualty Co. of America	25674														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2025 LIAB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			DT-CO-A9854158-PHX	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	☒ AUTOMOBILE LIABILITY			810-A9854331	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person) \$	
	☒ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
E	☒ UMBRELLA LIAB			CUP-B1-693789-25-MF	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 10,000,000	
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000	
	DED \$	RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB00A985440A	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional Liability			25SPS4PL1PF	04/01/2025	04/01/2026	Prof each error omission 1,000,000	
	Pollution Liability						Poll - each condition 10,000,000	
							Poll aggregate 10,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

City of Freeport
1201 North Ave H

Freeport

TX - 77541

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





ADDITIONAL REMARKS SCHEDULE

AGENCY Risk Services of Louisiana		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Bid #2025 -07 City Hall Generator



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Risk Services of Louisiana		NAMED INSURED C F McDonald Electric Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Complete Named Insured: C F McDonald Electric, Inc. ,
McDonald Municipal & Industrial, A Division of C F McDonald Electric, Inc.

Blanket additional insured with primary noncontributory wording as required by written contract for general liability, and automobile coverages

*

Blanket waiver of subrogation as required by written contract for general liability, automobile and workers compensation coverages

*

Blanket 30 day notice of cancellation except 10 days for non pay as required by writte contract for general liability, automobile and workers compenstaion

*

Workers compensation coverage includes maritime and USL&H

*

Pollution Professional liability policy includes Blanket additional insured including completed ops and primary non contributing along with waiver of subrogation and 30 day notice of cancellation . Also includes mold coverage.

*

Umbrella is follow form



PROPOSAL FOR:

**CITY OF FREEPORT, TEXAS REQUEST FOR PROPOSALS
CITY HALL GENERATOR
RFP #2025-07**

REQUEST FOR PROPOSALS

Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541

ATTN: Clarisa Fernandez, City Secretary
1201 North Avenue H
Freeport, TX 77541



PREPARED BY:

METCO Engineering
11120 Petal St. #B300
Dallas, TX 75238

METCO 
ENGINEERING

Sustainability
begins with
Energy

TABLE OF CONTENTS

TABLE OF CONTENTS	2
COVER LETTER	3
EXECUTIVE SUMMARY	4
CRITERIA I. KNOWLEDGE OF GENERATOR INSTALLATIONS IN TEXAS.....	6
CRITERIA II. EXPERIENCE WITH TDEM/HMGP GRANT COMPLIANCE.....	9
CRITERIA III. PROJECT MANAGEMENT CAPABILITY	11
CRITERIA IV. STAFF QUALIFICATIONS AND FIRM CREDENTIALS	14
1. Contact Information (Principal with Signing Authority):	14
2. Staff Qualifications	14
3. Firm Capabilities	22
4. Capability for City Hall Generator Project.....	25
5. Certifications and Affiliations	27
6. Case Studies	32
CRITERIA V. COMPETITIVE FEES.....	39
1. Pricing	39
2. BID Security/ BOND Requirements.....	40
3. Insurance Requirements.....	42
ADDENDA	43
ATTACHMENTS	44
Attachment 1. Certification Form	44
Attachment 2. W-9 Certificate.....	45
Attachment 3. CIQ Form	46
Attachment 4. Certificate of Lobbying.....	47
Attachment 5. Disclosure of Lobbying Activities Form	48
Attachment 6. Form 1295.....	49
Attachment 7. M/W- Owned Business Participation.....	50

COVER LETTER

May 16, 2025

1201 North Avenue H
Freeport, TX 77541

Dear Clarisa Fernandez,

METCO Engineering, Inc. is honored to support the City of Freeport in executing the City Hall Generator Project at its primary municipal facility. This critical infrastructure upgrade aligns with METCO's mission to deliver resilient, code-compliant, and energy-efficient power systems that enhance operational continuity and public safety. With a proven track record in public-sector energy infrastructure, METCO will apply its deep engineering expertise and integrated delivery capabilities to ensure the successful deployment of this standby power system for the City Hall building.

As a Department of Energy-qualified Energy Services Company (ESCO), METCO brings significant experience in emergency generator installations for municipal and critical government facilities across Texas. We understand the regulatory, structural, and logistical demands of essential service installations, emphasizing system reliability, automatic transfer, code compliance, and minimal operational disruption. Our method prioritizes NFPA, NEC, IBC, and TDEM requirements while incorporating best practices for risk mitigation and performance assurance.

This project involves the full installation of a 350-kW outdoor generator on a concrete pad, secure fencing with bollards, gas piping connections, and necessary electrical upgrades. The system will be integrated with an automatic transfer switch for a reliable switchover during outages. All work will be executed with close attention to current standards, safety protocols, and municipal requirements to ensure a dependable and compliant installation.

METCO's team of licensed engineers, master electricians, and experienced project managers will work in close coordination with the City of Freeport from mobilization to commissioning. Our commitment includes detailed reporting, rigorous safety standards, stakeholder engagement, and strict schedule adherence to deliver a turnkey solution for the City Hall Generator Project.

METCO Engineering is proud to support the City of Freeport in enhancing the resiliency and functionality of its municipal infrastructure reinforcing the City's emergency preparedness and continuity of services through this essential generator installation project.

Sincerely,



Garet McInroe

METCO Engineering, Inc.

11120 Petal St. #B300, Dallas, TX 75238

garet@metcoengineering.com

Tel.: (214)334-3724

EXECUTIVE SUMMARY

On behalf of METCO Engineering, Inc., it is my pleasure to submit this proposal in response to the City of Freeport's request for the installation of a standby generator system at City Hall, located at 1201 N Avenue H, Freeport, TX 77541. METCO Engineering is the ideal partner to deliver this essential infrastructure upgrade, offering the highest value in project execution, public-sector experience, and risk-managed delivery. Our team is uniquely qualified to provide dependable results in system performance, safety, and long-term operational resilience.

The City of Freeport seeks to install a new 350 kW outdoor-rated generator system with gas piping, electrical modifications, security fencing, and site-specific structural enhancements. METCO has developed this proposal to meet the City's goals of enhanced reliability and continuity of municipal services by integrating durable, high-efficiency equipment and ensuring full compliance with applicable safety and construction standards.

METCO Engineering brings both deep technical capability and strong financial standing to fully support the project through completion. Our turnkey approach includes detailed pre-construction planning, site preparation, equipment procurement, installation, commissioning, and functional testing. The City will benefit from a single, accountable partner throughout the entire process ensuring consistent communication, adherence to schedule and budget, and delivery of a critical power system built for long-term reliability.

As a federally approved Energy Service Company (ESCO), METCO Engineering has unparalleled experience implementing a wide range of energy projects, including:

1) Renewable Energy: METCO offers a broad range of energy management solutions to help you reduce your energy costs. We use environmentally friendly sources that are economically viable and resilient to external factors. Our expert solutions include:

Solar and thermal Photovoltaic Systems:

- Renewable energy generation to meet your power demands.
- Reduced carbon footprint and increased cost savings in electricity bills.
- Advanced and efficient solar panel systems minimize reliance on the main grid.

District Energy Microgrids:

- Independent power plants run in small communities.
- Smart energy distribution system that works in parallel with the main grid.
- Clean and efficient energy to minimize your carbon footprint.

Energy Storage:

- Powerful energy storage solutions to store intermittent electricity from renewable sources.
- Efficient and reliable power backup in blackouts and natural disasters.
- A practical solution to smooth out variable energy outputs.

2) Energy Efficiency: METCO designs and installs long-term value solutions, including MEP and HVAC system installs/upgrades, building envelopes, deep energy retrofits, energy infrastructure

improvements, energy efficiency management and automations systems. Our state-of-the-art tools help you cut energy costs with time and resource efficiencies.

3) *Energy Supply Management:* Developing a strategy for adequate energy supply management requires extensive risk assessments, periodic monitoring, and maintenance or control evaluations of power distribution methods. METCO's experts provide efficient supply management services, including energy procurement and energy cost management, demand response, and Renewable Energy Certificates (RECs). Based on your unique system, we devise plans and effective techniques for power transmission that will benefit your bottom line over the long-term.

4) *Construction and Design:* METCO offers functional and aesthetic building services. We have extensive experience in multiple capacities whether it is Design Build (DB), Design-Bid-Build (DBB), General Contracting (GC), Construction Management (CM), Job Order Contracting (JOC), or any other service, our professional and tenured team utilizes advanced technologies to ensure optimal operations and pleasing visual aesthetics.

METCO Engineering, Inc. has extensive experience supporting public-sector clients—including municipalities, emergency response centers, and administrative facilities—with high-impact power infrastructure and mechanical system upgrades. As a federally approved Energy Services Company (ESCO), we have successfully delivered critical backup power and generator projects that enhance operational resilience, support continuity of government services, and align with state and federal emergency preparedness goals.

For this proposal, METCO Engineering offers the added advantage of being a subsidiary of an advanced energy technology firm, providing us with direct access to high-performance generator systems and auxiliary components at internal transfer pricing. This structural advantage allows the City of Freeport to realize greater project value compared to conventional procurement approaches. Our vertically integrated capabilities including civil preparation, electrical and gas integration, generator commissioning, and secure enclosure installation ensure a seamless and accountable delivery model for the City Hall Generator Project.

METCO has thoroughly reviewed the scope of work, including the structural slab, fuel delivery system, electrical modifications, security fencing, and critical load transfer requirements. Our technical team has developed a comprehensive execution plan that mitigates risk, ensures compliance, and aligns with current emergency management protocols. Our in-house Policy and Electric Markets (PEM) division continuously monitors applicable regulatory and code changes, enabling clients like the City of Freeport to remain fully compliant while optimizing access to potential future grant programs and energy incentives.

Our engineering and construction teams will work in close coordination with City officials to ensure alignment on project milestones and technical details. As part of our proposal, METCO is prepared to deliver stamped design drawings, equipment performance specifications and other requirements.

We appreciate the opportunity to submit this proposal and look forward to the potential of supporting the City of Freeport in delivering a robust, secure, and future-ready backup power system for its City Hall facility.

CRITERIA I. KNOWLEDGE OF GENERATOR INSTALLATIONS IN TEXAS

The deployment of standby generator systems in Texas municipal environments demands a deep understanding of multidisciplinary engineering principles, regional code compliance, environmental factors, and seamless coordination with utilities and local jurisdictions. For critical facilities such as City Hall in Freeport, the installation of a 350 kW outdoor generator with an automatic transfer switch (ATS) must be executed with precision, reliability, and adherence to rigorous technical standards. METCO Engineering, Inc. possesses comprehensive experience in generator installations throughout the state of Texas, particularly in the Gulf Coast region where resilience against extreme weather and utility outages is paramount.

Electrical Engineering and NFPA Code Compliance

At the core of any standby generator installation is its classification under the National Fire Protection Association (NFPA) 70® – National Electrical Code (NEC) and NFPA 110 – Standard for Emergency and Standby Power Systems. A 350 kW generator intended to support City Hall operations constitutes a Level 1 system under NFPA 110, necessitating the highest level of reliability and installation rigor due to the life-safety and public service continuity functions.

METCO's licensed professional engineers apply detailed system-level design, incorporating:

- **Load Analysis:** Conducted through digital modeling software (ETAP, SKM PowerTools) to evaluate peak kW/kVA demand, harmonic distortion, power factor, transient voltage dip, and motor-starting sequences for HVAC and emergency systems.
- **Generator Sizing & Configuration:** The 350 kW prime-rated set must be sized not just for base load but also for transient recovery time under NEC Article 700.5(B), ensuring voltage restoration within 10% in ≤10 seconds. Generator excitation systems are evaluated for short-circuit performance to clear downstream protective devices without nuisance tripping.
- **Automatic Transfer Switch (ATS):** Integration of a 3- or 4-pole ATS with open or closed-transition capability, UL 1008-rated, is essential. Our designs ensure ATS coordination with upstream circuit breakers, time-delay neutral settings, and inrush mitigation for sensitive electronics and IT systems.

Concrete Foundation and Structural Pad Engineering

Proper generator anchoring and vibration isolation is critical to ensure both mechanical integrity and code compliance in Texas's high-wind, hurricane-prone zones. METCO utilizes civil and structural engineers to design the generator pad to conform with:

- ACI 318-19 and ASCE 7-16 for structural loads, seismic restraint, and uplift resistance.
- TWIA Windstorm Certification (applicable to Freeport): Wind load calculations to at least 140–150 mph (per Exposure Category D), with stamped engineering drawings and field inspections for eligibility under Texas Windstorm Insurance Association policies.
- **Reinforcement Details:** A 4" slab, typically enhanced with #5 rebar at 12" OC EW and fiber-mesh additive, is cast on a 6" crushed stone subbase with integrated conduit stub-outs for both line and control cables.

- **Vibration Isolation:** Generator mounting includes neoprene isolators or spring-type vibration dampers to protect structural integrity and reduce harmonic transfer to adjacent structures.

Gas Infrastructure and Mechanical Coordination

The fuel supply, whether natural gas (preferred for municipal resiliency) or diesel, must be engineered to ensure uninterrupted runtime and regulatory conformity.

For natural gas installations:

- **Gas Load Calculation:** The 350 kW unit (typically requiring ~8,000–12,000 SCFH at full load) is modeled based on BTU/hr demand curves provided by OEM specs. Line sizing adheres to IFGC Table 402.4 (Gas Pipe Sizing) and pressure drop limitations are validated under both low- and high-pressure scenarios.
- **Gas Metering and Regulation:** Interface with CenterPoint Energy for the installation of a dedicated commercial-grade gas meter, including secondary regulators for 2–5 psig systems. We ensure appliance regulators are lock-up type and fail-safe compliant.
- **Seismic and Corrosion Control:** Gas piping is protected with dielectric unions, seismic bracing, and polyethylene sleeving at all concrete penetrations. Horizontal runs are anchored per MSS SP-58 guidelines.

If diesel-fueled, METCO designs UL-142 double-wall day tanks with venting per NFPA 30 and spill containment provisions, along with overfill protection and annual tank integrity testing.

Electrical Distribution and Utility Interconnection

Freeport City Hall's existing electrical infrastructure must be modified to integrate the generator with minimal service disruption. METCO's field survey and arc flash analysis determine the point of connection typically between the main switchboard and the ATS.

- **One-Line Diagram Engineering:** We develop stamped engineered drawings showing generator output breakers, conductor sizing (XHHW or THWN-2), fault current withstand ratings, and upstream/downstream coordination.
- **Selective Coordination Study:** Ensures that short-circuit faults do not propagate, by using time-current curves and breaker settings that isolate only the faulted zone. All components are evaluated for compliance with NEC 240.87 (Arc Energy Reduction) and OSHA 1910 Subpart S.
- **Neutral Grounding:** We design proper neutral-ground bonds (solid or resistance-grounded) with attention to parallel paths, particularly in 4-pole transfer switch applications to prevent circulating currents.
- **Grounding and Bonding:** The generator grounding electrode system (GES) is designed per NEC 250, typically consisting of driven rods or ground rings with ≤ 5 ohm impedance, tested and recorded during commissioning.

Site Security and Physical Protection

The RFP requires security fencing with bollards for vehicular impact protection. METCO's civil team designs:

- Perimeter Fencing: 8' chain link with privacy slats or anti-climb mesh, using Schedule 40 posts set in concrete footings, compliant with ASTM F567. Gate access includes heavy-duty padlocks and tamper-resistant hinges.
- Traffic Bollards: 6" diameter steel bollards, spaced 4' on center in high-traffic zones, embedded to a depth of 3'-6" in 3,000 psi concrete with dome caps and high-visibility paint or powder coating.

Commissioning, Load Testing, and Documentation

All generator installations by METCO are subject to rigorous commissioning protocols, including:

- Factory and Site Acceptance Testing (FAT/SAT) per NETA ATS standards.
- Load Bank Testing: Resistive and reactive load testing up to 100% rated kW for ≥ 2 hours, verifying voltage regulation, frequency stability, and thermographic scanning of all terminals under load.
- ATS Simulation Testing: Manual and automatic transfer tests with real-time utility disconnects to ensure load transfer, retransfer timing, and load-shed sequencing are within spec.
- Control Systems Configuration: Integration with SCADA/BAS if applicable, including Modbus TCP/IP or BACnet communications for real-time status and remote alarming.
- As-Built Documentation: Issuance of signed one-line diagrams, operation & maintenance (O&M) manuals, commissioning logs, warranty certificates, and TDEM-compliant project closeout packages.

The installation of a 350 kW generator with ATS at Freeport City Hall represents a critical investment in the City's operational resilience. With extensive experience in generator deployments across Texas municipal facilities, METCO Engineering, Inc. applies a technically rigorous, standards-compliant, and performance-driven approach. Our depth of knowledge spanning electrical design, gas infrastructure, structural resilience, code adherence, and grant-funded project delivery ensures a turnkey solution that meets and exceeds the expectations outlined in the City of Freeport's RFP.

CRITERIA II. EXPERIENCE WITH TDEM/HMGP GRANT COMPLIANCE

Implementing critical infrastructure projects funded by the Texas Division of Emergency Management (TDEM) through the Hazard Mitigation Grant Program (HMGP) requires a comprehensive understanding of federal and state compliance protocols, financial tracking systems, environmental documentation, and procurement procedures. METCO Engineering, Inc. has a proven track record in delivering FEMA/TDEM-funded energy resilience and emergency power projects across Texas, meeting all technical and administrative standards associated with 44 CFR, 2 CFR Part 200 (Uniform Guidance), and FEMA Policy 206-21-0002 for hazard mitigation assistance.

Familiarity with Grant Lifecycle and Milestone Coordination

Our project teams are deeply familiar with the full lifecycle of TDEM-administered HMGP awards from application development and Benefit-Cost Analysis (BCA) justification to Environmental and Historic Preservation (EHP) compliance, construction milestones, and final project closeout. METCO maintains internal controls and reporting mechanisms that align with FEMA's Program Management and Grant Oversight (PMGO) guidelines. During project execution, we utilize tools such as Schedule of Values (SOVs), critical path method (CPM) scheduling, and task-based Earned Value Management (EVM) to ensure transparency and traceability of all activities relative to the grant timeline and performance benchmarks.

We coordinate closely with sub-recipients and the TDEM project officer to track performance milestones using FEMA's GO system, ensuring that quarterly progress reports (QPRs), Requests for Reimbursement (RFRs), and site monitoring documentation are submitted in accordance with grant conditions. Each submittal includes detailed tracking of eligible costs, match requirements, and supporting evidence such as certified payrolls, material receipts, and site photographs. Any project scope modification is formally initiated via the Scope Change Request process and documented with revised budgets and environmental impact statements, if required.

Environmental and Historic Preservation (EHP) Documentation

All generator projects under HMGP funding require rigorous compliance with EHP policies to ensure minimal adverse impact on cultural, environmental, and historical resources. METCO engineers and grant compliance specialists collaborate with state and federal agencies to conduct environmental assessments (EAs), and where required, develop categorical exclusion (CATEX) documentation supported by GIS mapping, species impact reports, floodplain maps, and public notice dissemination.

For generator placements such as the one proposed at Freeport City Hall, METCO ensures all slab and infrastructure work is outside the 100-year floodplain and, if not, complies with FEMA's Executive Order 11988 guidance. We also confirm that fuel storage systems meet secondary containment regulations and are located in compliance with State Implementation Plans (SIPs) under the Clean Air Act. SHPO (State Historic Preservation Office) coordination is undertaken to ensure no historical structures or archeological zones are adversely affected by excavation, trenching, or utility modifications.

Procurement and Davis-Bacon Act Compliance

TDEM/HMGP projects must be procured in accordance with 2 CFR 200.318–326, requiring full adherence to open, competitive, and transparent procurement practices. METCO supports public entities in developing FEMA-compliant Requests for Proposals (RFPs), scoring matrices, and contractor selection protocols that withstand audit scrutiny. We ensure proper inclusion of federal contract provisions such as equal opportunity clauses, Byrd Anti-Lobbying Amendments, and debarment certifications.

All subcontractors and vendors are managed in accordance with Davis-Bacon and Related Acts (DBRA), requiring prevailing wage verification, certified payroll submissions, and labor standards interviews. Our compliance team ensures contractor wage decisions (WDs) from the U.S. Department of Labor are incorporated into bid packages and that weekly payroll submissions are verified against employee classifications, fringe benefits, and hours worked.

Financial Management and Cost Tracking Systems

Successful administration of HMGP grants depends on accurate, auditable financial tracking of all expenditures. METCO utilizes a layered cost accounting system that assigns unique budget object codes to each cost category (materials, labor, equipment rental, subcontractor, indirect overhead) and links expenditures to FEMA's allowable and non-allowable cost criteria. We integrate these systems to generate reports that are fully reconciled with FEMA Form 90-91 and SF-425 Federal Financial Reports.

We also provide documentation that supports local match requirements, in-kind contributions, and insurance offsets as part of the grant funding equation. When requested, we assist municipalities with Single Audit Act compliance by preparing documentation packages that include time and effort reports, general ledgers, invoice receipts, payment authorization records, and bank statements for FEMA/TDEM audit review.

Project Closeout and Documentation Retention

Final project reconciliation and closeout under TDEM/HMGP requires meticulous documentation retention for a minimum of three years post-award closeout. METCO delivers all project closeout materials including as-built drawings, commissioning reports, warranty documentation, and photographic evidence of completed work in formats consistent with FEMA's audit guidance. We conduct internal compliance reviews and third-party quality assurance inspections to validate that all work was completed to the scope and performance criteria established in the grant award documentation.

We also support municipalities in drafting closeout narratives and submitting final performance reports that quantify achieved mitigation outcomes, power continuity improvements, and long-term risk reduction. These narratives are supported by quantitative performance metrics, such as annual generator runtime hours, transfer response times, and reductions in downtime during utility failures.

METCO Engineering, Inc. brings over two decades of specialized experience navigating the technical and administrative demands of FEMA-backed generator installations across Texas. For the City of Freeport, our team is fully equipped to manage every aspect of TDEM/HMGP compliance from environmental documentation to commissioning, reimbursement tracking, and post-completion audit readiness.

CRITERIA III. PROJECT MANAGEMENT CAPABILITY

Successful delivery of the City Hall Generator Installation project for the City of Freeport requires a project management structure that ensures regulatory compliance, technical precision, construction oversight, schedule fidelity, and budget control. METCO Engineering, Inc. employs a proven project management methodology in alignment with the Project Management Institute's (PMI) PMBOK® Guide, reinforced by real-world experience managing FEMA- and TDEM-funded infrastructure projects across Texas. The following outlines our capabilities across all key project management domains.

Project Planning and Scope Control

At project initiation, our team will develop a comprehensive Project Management Plan (PMP) that delineates scope, identifies all deliverables, and integrates task sequencing through a Work Breakdown Structure (WBS). Scope control mechanisms will be established to ensure all contract requirements such as prepping of the concrete pad, installation of the 350 kW outdoor generator with weatherproof enclosure, ATS configuration, gas piping integration, and installation of security fencing and bollards are met in accordance with project specifications and local codes.

Our scope control procedures involve baseline documentation, variance tracking, and integrated change control processes, which are particularly essential in publicly funded projects to prevent scope creep and to maintain eligibility of reimbursable activities under 2 CFR § 200.403.

Schedule Management

The project schedule will be developed using Critical Path Methodology (CPM) within a MS Project environment, mapping all major construction and installation milestones site preparation, slab curing, electrical/gas rough-in, generator delivery, transfer switch testing, commissioning, and final inspection. Float calculations and path dependencies will be used to evaluate timeline sensitivity and identify risks of delay.

Time management includes not just planning, but real-time monitoring of schedule performance through Earned Value Management (EVM) metrics such as Schedule Performance Index (SPI). This allows proactive adjustment of sequencing, work crew allocation, or procurement lead times to maintain schedule integrity. We also coordinate closely with utility providers for timely gas connections and electrical utility coordination.

Cost Management and Grant Budget Alignment

Cost planning is executed in strict compliance with 2 CFR Part 200 Subpart E, ensuring accurate labor, materials, subcontractor, and equipment estimates. We utilize parametric and bottom-up estimation models for bid submission, followed by real-time cost control through cost-loaded schedules and project accounting.

Throughout the project, our Certified Government Financial Managers (CGFM) and project accountants maintain full grant alignment, ensuring that all expenditures remain within the approved budget and meet the allowability standards set forth by the TDEM Mitigation Division and FEMA HMA Unified Guidance. Our cost tracking systems are designed to flag cost variances early and support reimbursement documentation in the FEMA Grants Portal, fully audit-ready for post-award closeout under 2 CFR § 200.344.

Quality Assurance and Construction Oversight

Our Construction Quality Management Plan (CQMP) is modeled on U.S. Army Corps of Engineers standards and includes Material Submittal Logs, Inspection Test Plans (ITPs), and pre-pour, pre-backfill, and pre-commissioning inspections. Generator installation will conform to NFPA 70 (NEC), NFPA 110, and IEEE Standard 446, ensuring critical power infrastructure reliability.

Field QA personnel verify foundation compaction, slab rebar spacing, anchor bolt placement, and that generator and ATS enclosures meet NEMA 3R/4X standards for weather resistance. Our team certifies that all equipment including the 350 kW generator is factory-tested and site-tested in accordance with manufacturer requirements and commissioning protocols under NFPA 110 Chapter 7.

Risk Management

We employ a formal risk identification and mitigation framework that includes risk registers, probability-impact matrices, and contingency planning. For a project involving generator installation at a critical facility like City Hall, key risks include:

- Supply chain disruption for the generator unit
- Inclement weather delaying slab curing or utility trenching
- Conflicts with existing underground utilities
- Safety compliance during fuel and gas pipe integration
- Coordination delays with CenterPoint Energy or relevant utility

Each risk is tracked in our Risk Management Plan (RMP), and mitigation actions are assigned and reviewed in weekly progress meetings.

Stakeholder Communication and Coordination

We designate a dedicated Project Manager (PM) who serves as the single point of contact for City of Freeport staff, contractors, utility representatives, and TDEM personnel. All communication is managed through structured meetings, weekly status reports, RFI logs, and submittal logs.

During construction, our field superintendent maintains daily reports and coordinates safety briefings, permitting status, traffic control, and site access logistics. We also liaise directly with TDEM mitigation officers to ensure ongoing grant compliance, quarterly performance reports, and change request justifications meet TAC Title 37, Part 1, Chapter 7 and FEMA's Program Administration by States (PAS) delegation policies under 44 CFR § 206.437.

Safety and OSHA Compliance

All field work complies with OSHA 29 CFR 1926, especially as it pertains to trenching (Subpart P), electrical safety (Subpart K), and fall protection (Subpart M). Job Hazard Analyses (JHAs) are performed daily and reviewed in tailgate meetings. For natural gas piping and generator wiring, Lockout/Tagout procedures conform to 29 CFR § 1910.147, with all confined space and energized work activities requiring written permits and safety watch.

METCO's Experience Modification Rate (EMR: 0.60) remains below 1.0 over the past five years, reflecting our proactive safety culture and investment in continuous safety training.

Commissioning, Closeout, and Warranty Management

Once installation is complete, the generator system will be commissioned per NFPA 110 and the automatic transfer switch (ATS) tested for functional response and load simulation. A load bank test will be performed and documented. Final as-built drawings, OEM documentation, operations manuals, and training materials are submitted at closeout in both digital and hard-copy form.

The project will undergo a final inspection by the City and any Authority Having Jurisdiction (AHJ). Final payment application and grant closeout documentation will be submitted to TDEM in accordance with 2 CFR § 200.344. Warranty terms are managed through our field service division, which also supports preventive maintenance programs if elected by the City.

CRITERIA IV. STAFF QUALIFICATIONS AND FIRM CREDENTIALS

1. Contact Information (Principal with Signing Authority):

Garet McInroe
(COO/ Senior Project Manager)
METCO Engineering, Inc.
11120 Petal St. #B300, Dallas, TX 75238
Email: garet@metcoengineering.com
Tel.: (214)334-3724

2. Staff Qualifications

The successful implementation of the City of Freeport's City Hall Generator Project requires a multidisciplinary project team with verified credentials, technical licensure, field experience, and proven knowledge of public infrastructure and FEMA/TDEM-funded mitigation projects. METCO Engineering, Inc. has assembled a project-specific team composed of professional engineers, project managers, superintendents, and compliance personnel all with extensive qualifications related to emergency generator system design, installation, and commissioning for critical government facilities in Texas.

At METCO Engineering, we pride ourselves on the strength and expertise of our team. Each member brings a wealth of experience and a commitment to excellence in rooftop solar installation. Below, we outline the qualifications and strengths of our team members and organization.

Barry Bagheri – CEO

- Mr. Bagheri is a registered Professional Engineer with over 30 years of experience in United States as well as England and Europe in Electrical, Mechanical and HVAC Systems Control Engineering. He has specialized in design and build of Control Systems, Building Automation Systems, Energy Management and Power Distribution for public and private facilities, such as municipal buildings, schools, universities, and hospitals. Mr. Bagheri has an outstanding background with demonstrated success applying Control Theory and Instrumentation and Advance Technology Design in Diverse Industrial Environments. As METCO's lead engineer, Mr. Bagheri mentors and guides the staff to assure total quality of all engineering and construction efforts.

Cliff Braddock – Design Manager

- Mr. Braddock's extensive experience in the energy and HVAC industry is unmatched by others. Mr. Braddock is a Certified Energy Manager, LEED Accredited Professional, and a AHRAE Lifetime Member. He brings deep experience and knowledge of both sides of the meter. For electric and gas utilities, Cliff launched Austin Energy's multi-million dollar district energy business comprised of multiple onsite cooling and CHP systems that supply energy to over 20 MSF of buildings and \$20M+ annual revenue. Mr. Braddock continues to develop large scale innovative projects delivering guaranteed energy savings for customers seeking a resilient and sustainable clean energy future. Mr. Braddock has the vision and hands on experience to transform

customers into world class energy efficient operators. He has the right balance of technical know how and financial prowess to deliver successful results across all customer classes. Cliff leads METCO's business development team in assessing opportunities for our customers as they seek pathways to a clean, sustainable and reliable energy future.

Garet McInroe – COO/Senior Project Manager

- Mr. McInroe has a bachelor's degree in Construction Science and is a Certified Energy Manager (CEM), Construction Manager Building Information Modeler (CM-BIM), NABCEP Certified PV Solar Installation Professional and a Project Management Institute (PMI) Project Management Professional (PMP). Garet has over 25 years of experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. With a unique skill set and emphasis on efficiency and technology, Garet has the expansive knowledge to provide the service needed for a successful project. Garet has managed over \$100 million in Energy Service contracts all of which include Solar scopes.

Kevin Seok – Program Manager

- Mr. Seok brings a unique blend of military discipline and extensive experience in the solar industry to our team. As a Korean Military Veteran, Kevin's background instills a sense of leadership, resilience, and dedication to excellence in all endeavors. With over 10 years of experience in both commercial and residential solar installations, Kevin has established himself as a seasoned professional in the field. His expertise encompasses a wide range of projects, from small-scale residential installations to large solar farms in Korea. Kevin holds nationally recognized certifications, including the NABCEP PV Installation Professional certification and PV System Inspector certification, demonstrating his commitment to maintaining the highest standards of quality and safety. Additionally, he is a master electrician, further enhancing his credentials and expertise in electrical systems. Throughout his career, Kevin has successfully completed over 20 megawatts of commercial PV solar installations, solidifying his reputation as a subject matter expert in the solar field. His track record of delivering exceptional results and his in-depth knowledge make him an invaluable asset to our organization.

Brian Hogan – Project Manager

- Brian has been an integral part of the industry since 2011, bringing a fresh perspective and innovative approach to our team. With over 20 years of B2B experience, Brian possesses a deep understanding of business dynamics and client relations, which he seamlessly integrates into our rooftop solar projects. Brian has played a crucial role in the successful completion of numerous commercial solar projects, leveraging his extensive B2B experience to forge strong partnerships and drive project success.

Bill Loulousis – Master Electrician

- Bill has been with GLN for over 10 years. Bill handles installing or repairing electrical systems. Drawing up plans, applying for permits, laying wire and participating in inspections, as well as keeping OSHA safety best practices and guidelines. Bill was the master electrician on multiple GLN projects to include: Graham Packaging: GLN upgraded all fixtures across 19 sites in US and

Mexico for Graham Packaging. GLN managed all aspects of the projects and continues to advise Graham on future lighting opportunities. Nestle Waters: GLN installed fully intelligent Lighting fixtures across all sites in the US and Canada . GLN managed all aspects of the install to include energy audit, design, install, project management and rebate procurement.

John Pettinelli – Project Foreman

- Over 20 years with the US Marine Corps, John continued his career in construction project management. John plans and executes multiple complex projects, overseeing budgets, resources, safety, in both public and private facilities. John has hands on as well as management experience with the conception and implementation of multiple types of projects including developing project scope, selections of designers and subcontractors, plus the development and monitoring of project schedules and budgets. Energy management and operations has been a major component with all of his career assignments.

Josh Cannon – Project Assistant Foreman

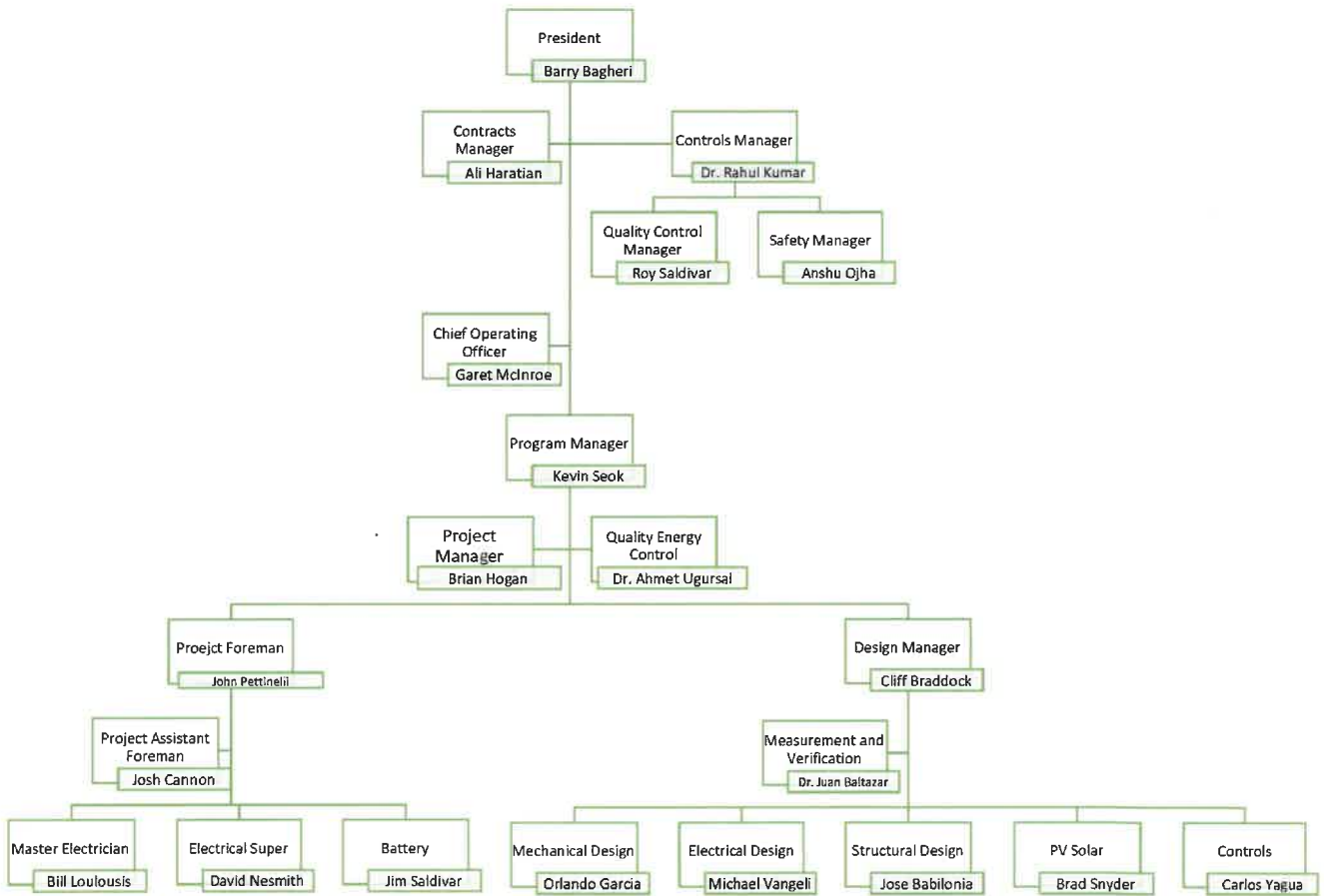
- Josh Cannon began his career in the solar industry in 2014, marking the start of his journey in the field. With a clear problem-solving mindset and a commitment to excellence, Josh has proven to be a valuable member of our team. Throughout his tenure in the solar industry, Josh has demonstrated his ability to lead projects to successful completion. His proactive approach to problem-solving and attention to detail have contributed to the smooth execution of various projects. Josh has played a significant role in several major megawatt projects across Texas and Louisiana, showcasing his versatility and expertise in managing complex installations.

Outside Operation Team

- At METCO Engineering, we prioritize safety, expertise, and professionalism in all aspects of our operations. That's why we exclusively employ licensed electricians for our outside operation team members. Whether it's handling a ladder or terminating wires, every task related to electrical projects requires the skill and knowledge of a qualified electrician.

Licensed Electricians

- Our team consists solely of licensed electricians who have undergone rigorous training and testing to obtain their credentials. This ensures that every member of our team is equipped to handle electrical tasks safely and efficiently.



Staff Qualifications

PE	Professional Engineers (Electrical & Mechanical)
CEM	Certified Energy Manager
CSE	Controls System Engineers
CDSM	Certified Demand Side Manager
LEED AP	Leadership in Energy and Environmental Design
PMP	Project Management Professional
CM-BIM	Construction Manager Building Information Manager
PCC@	Professional in Continuous Commissioning@

Barry Bagheri (P.E, CSE, ELE)



CEO

METCO Engineering, Inc.
Associated since 2004

CONTACT

barry@metcoengineering.com

PROFILE

With over three decades of expertise across the United States, England, and Europe, Mr. Bagheri is a seasoned Professional Engineer specializing in Electrical, Mechanical, and HVAC Systems Control Engineering. His proficiency extends to designing and constructing Control Systems, Building Automation Systems, Energy Management, and Power Distribution for diverse facilities, including municipal buildings, schools, universities, and hospitals.

As METCO's lead engineer, Mr. Bagheri excels in applying Control Theory and Advanced Technology Design in various industrial environments, ensuring top-tier quality in engineering and construction efforts while guiding and mentoring the METCO staff.

SKILLS / AFFILIATIONS

- Registered Professional Engineer (PE) in the State of Texas #99457
- Chartered Engineer in the United Kingdom
- Professional Affiliation: U.S. Green Building Council
- IT Renovation and System Design
- Data & Server Rooms Renovations and Design
- Solar Installation and Design
- Hydrogen Fuel Cells Installations and Design
- HVAC System and Control Design
- Mechanical, Electrical and Plumbing Design
- Systems and Control Design

EXPERIENCE

METCO Engineering, Inc.

34 Years of Experience in Electrical, Mechanical, and HVAC Systems Control Engineering

EDUCATION

- **MS in Measurements & Control:** Institute of Royal Charter, England
- **BS in Engineering Systems & Control:** University of England, England
- **BS in Electrical Engineering:** Huddersfield University, England
- **BS in Technology Engineering:** Wellingborough Technical College, England



Cliff Braddock

CEM, LEED AP, Eco Districts AP

Director of Design and Business Development

METCO Engineering, Inc.
Associated since 2017

CONTACT

cliff@metcoengineering.com

PROFILE

With unparalleled experience in the energy and HVAC industry, Mr. Braddock stands out for his comprehensive understanding of both sides of the meter. Continuing to spearhead large-scale innovative projects, Mr. Braddock specializes in delivering guaranteed energy savings, contributing to a resilient and sustainable clean energy future.

SKILLS / AFFILIATIONS

- ROI Analysis/Proformas
- Innovative Energy Solutions
- Green Sustainable Design
- Long-Term Strategic Planning and Implementation
- Electrical and Mechanical Engineering
- Energy Services Agreements
- Utility Policy and Regulations
- Project Development and Implementation
- HVAC and Microgrid design
- Central Plant Operations

As the leader of METCO's business development team, Cliff Braddock guides assessments of opportunities for customers, aligning their goals with pathways to a clean, sustainable, and reliable energy future. Mr. Braddock is a Certified Energy Manager, LEED Accredited Professional, and an ASHRAE Lifetime Member. He brings deep experience and knowledge of both sides of the meter. For electric and gas utilities, Cliff launched Austin Energy's multi-million-dollar district energy business comprised of multiple onsite cooling and CHP systems that supply energy to over 20 MSF of buildings and \$20M+ annual revenue. Mr. Braddock continues to develop large scale innovative projects delivering guaranteed energy savings for customers seeking a resilient and sustainable clean energy future. Mr. Braddock has the vision and hands-on experience to transform customers into world-class energy-efficient operators. He has the right balance of technical know-how and financial prowess to deliver successful results across all customer classes. Cliff leads METCO's business development team in assessing opportunities for our customers as they seek pathways to a clean, sustainable and reliable energy future.

EDUCATION

- **Master of Business Administration:** Louisiana State University, Louisiana, USA
- **BS in Electrical Engineering:** Louisiana Tech University, Louisiana, USA

EXPERIENCE

34 Years of Experience in Energy and HVAC Industry.

- Successfully launched Austin Energy's district energy business, a multi-million-dollar initiative encompassing onsite cooling and CHP systems, generating over \$20M in annual revenue for over 20 million square feet of buildings.
- Transformed customers into world-class, energy-efficient operators, striking the right balance between technical expertise and financial acumen.
- Past President and all chairs of the American Society of Air Conditioning and Refrigeration Engineers (ASHRAE)
- Past Regional Vice President of the Association of Energy Engineers and Austin-San Antonio Chapter
- Board Member and Committee Chair of U.S. Green Building Council (Texas Chapter)
- Board Member National Association of Energy Service Companies
- Past Board Member and multiple Committee Chairs International District Energy AssociationcAustin Disaster Recovery Network
- Lakeway Church Bldg Committee & Sunday School Teacher



Garet McInroe

CEM, PMP, CM-BIM

COO/Senior Program Manager

METCO Engineering, Inc.
Associated since 2016

CONTACT

garet@metcoengineering.com

SKILLS / AFFILIATIONS

- Association of Energy Engineers: CEM (Certified Energy manager)
- Associated General Contractors of America: CM-BIM (Building Information Modeling)
- Autodesk Revit Certified Professional (Building Information Modeling)
- Autodesk Revit MEP 2015 Certification
- Autodesk Revit Architecture 2011 Certification
- Autodesk Revit Architecture 2012 Certification
- Microsoft Certified Professional: Excel, PowerPoint, Word and Outlook

EDUCATION

- **BS in Construction Science (School of Architecture):**
University of Oklahoma, Oklahoma, USA

PROFILE

With certifications in Energy Management, Project Management, Microsoft Office, and Autodesk Revit, Mr. McInroe combines a robust educational foundation with over two decades of practical experience.

Noteworthy for his unique skill set and a dedicated emphasis on efficiency and technology, Garet McInroe possesses extensive knowledge tailored to meet the diverse needs of successful project execution. His expertise spans a broad spectrum, making him an invaluable resource for projects aiming for excellence and innovation.

EXPERIENCE

2020-Till Date

Senior Program Manager (Solar): *Sunsprint Engineering*

2016-Till Date

COO/Senior Program Manager: *METCO Engineering Inc.*

2012-2015

Project Manager: *SGI Construction Management (SGI)*

2009-2012

Consultant: *Rotech Consulting*

2006-2009

Project Engineer: *Consolidated Contracting Services*

20 Years of Experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. Some of the notable projects is:

- TAMU ESL ESPC 01 and ESPC 02
- Gordon Swift Project
- UNT JOC (Job Order Contract)
- Eastfield College Chemistry Lab
- Alief Bissonnet-HVAC Replace
- Irving ISD JOC
- Jack Evans Card Access
- Henry Wade VAVs Replacement
- George Allen AHU02 and Hall of State Chiller Replacement
- Children Aquarium at Fair Park
- Cook Chill Flooring



Orlando Garcia (P.E.)

Mechanical Design

METCO Engineering, Inc.
Associated since 2019

CONTACT

SKILLS

- Problem Solving all HVAC issues
- Strong understanding of Energy
- Existing building BAS programming and recalibration
- All "Office" programs
- Programming Database with Access

EDUCATION

BS in Mechanical Engineering
Texas A&M Kingsville

AWARD

- Obtained my P.E. by examination May 2002
- Became LEED AP in 2006

PROFILE

Mr. Garcia has a Bachelor's degree in Mechanical Engineering. Garcia has over 28 years of work experience including energy optimization and HVAC:

As account manager for commercial and industrial customers he performed energy and rate analysis. As an MEP engineer created mechanical designs for HEB throughout Texas/Created energy simulations utilizing the Carrier HAP program: Hospital and Healthcare.

Orlando performed duties of engineer, estimator, project manager while meeting the responsibilities of salesman for HVAC Projects. He carried the Engineering License for the company. Performed duties to get customers recognized as Energy Star sites by the DOE under his engineering license.

As a vital part of the METCO team, he guides customers to become energy efficient and resilient by combining many years of field experience with the implementation of Energy Star programs with a unique skill set. Garcia has the expansive knowledge to provide the service needed for a successful project.

EXPERIENCE

- Leads field information gathering team and developed programs to analyze energy use and energy optimization for Houston Community College, Houston Airport System, City of Houston.
- 17 years with a leading Mechanical Service contractor in Houston
- Design/Build Engineer for HVAC, Process Cooling and Energy optimization for customers list that includes:
Goodyear, Total, Oxy Chem, Shell Refining Dreyer's Ice Cream
- Extensive knowledge of BAS and programming and troubleshooting troubled buildings
- 8 Years of Energy, HVAC and Controls experience solving issues for industrial and commercial customers while performing duties and Electricity Utility Companies and MEP Design Engineers

3. Firm Capabilities

METCO Engineering Inc. is a full-service energy engineering, design-build, and infrastructure modernization firm with a proven track record of delivering high-performance projects across the public and private sectors. Headquartered in Dallas, Texas, METCO is a Department of Energy (DOE)-Qualified Energy Services Company (ESCO) that specializes in comprehensive energy and infrastructure solutions, including mechanical, electrical, and plumbing (MEP) design, HVAC system replacement, energy efficiency retrofits, distributed generation, microgrids, and building automation systems.

Founded in 2004 and headquartered in Dallas, Texas, METCO Engineering, Inc. is a premier engineering and construction services firm specializing in MEP (Mechanical, Electrical, and Plumbing) design, installation, and energy efficiency solutions. Since its inception, METCO has built a reputation for providing innovative engineering solutions and delivering turnkey projects, particularly in the fields of energy efficiency, renewable energy, and sustainability. Over the years, METCO Engineering has expanded its service offerings to include a full range of Energy Performance Contracting (EPC) services, making the company one of the leading providers of comprehensive energy solutions for both public and private sectors.

METCO's team of seasoned engineers, project managers, and technicians possesses extensive experience in the design, implementation, and management of complex engineering projects. The company's expertise spans energy audits, energy-efficient retrofits, solar photovoltaic (PV) installations, HVAC system upgrades, electrical system upgrades, and more. With a strong track record of successful projects across Texas, METCO has become a trusted partner for government agencies, municipalities, school districts, and commercial businesses looking to reduce energy costs and enhance building performance.

In 2014, METCO Engineering made a strategic decision to broaden its focus and became a leading EPC contractor, providing not only engineering design but also installation, commissioning, and long-term operations and maintenance (O&M) services. This transition enabled the company to deliver holistic solutions that encompass all phases of the project life cycle, from design and procurement to construction and ongoing maintenance, ensuring that clients receive the highest quality solutions at every stage.

Mechanical, Electrical & Plumbing (MEP) Engineering and Design-Build Services

METCO provides end-to-end MEP services, from conceptual design and construction documentation to installation and commissioning. The firm's engineers are licensed in multiple states and possess deep expertise in:

- High-efficiency mechanical system design
- Central plant upgrades
- High-voltage and low-voltage electrical distribution
- Domestic water, sanitary, storm, and gas plumbing systems

All MEP systems are engineered for lifecycle performance, code compliance, energy optimization, and future scalability. METCO employs Building Information Modeling (BIM) and 3D scanning to coordinate MEP systems in dense retrofit environments and eliminate field conflicts during construction.

HVAC System Replacement and Modernization

One of METCO's core competencies is the replacement and modernization of HVAC systems in institutional, commercial, and industrial facilities. The firm specializes in:

- Rooftop unit (RTU) replacement
- Variable refrigerant flow (VRF) systems
- Chillers, boilers, and air handling units (AHUs)
- Demand-controlled ventilation (DCV) and energy recovery ventilation (ERV)
- Integration with Building Automation Systems (BAS)

METCO evaluates existing systems, performs thermal load calculations, and designs replacement solutions that improve energy efficiency, indoor air quality (IAQ), and occupant comfort. All HVAC replacements are carefully coordinated with structural, electrical, and control systems, and include comprehensive commissioning, factory startup, and warranty management.

Building Automation and Controls Integration

METCO excels in designing and integrating Building Automation Systems (BAS), with deep experience in different platforms. Control strategies are tailored to facility-specific performance goals and include:

- Zonal temperature control
- Real-time energy analytics
- Predictive maintenance alerts
- Integration with lighting, access control, and fire/life safety systems

By combining smart sensors, edge computing, and cloud-based analytics, METCO enables dynamic building operation that responds to occupancy, ambient conditions, and utility pricing in real time.

Energy Efficiency and Retro-Commissioning

As a certified ESCO, METCO specializes in Energy Savings Performance Contracts (ESPCs), enabling clients to finance infrastructure upgrades through guaranteed energy savings. The firm performs:

- ASHRAE Level I, II, and III energy audits
- Building envelope testing and infrared diagnostics
- Retro-commissioning of existing system
- Measurement and verification (M&V) in compliance with IPMVP standards

METCO helps clients reduce operational expenses, lower greenhouse gas emissions, and meet carbon reduction goals while enhancing facility resilience and reliability.

Renewable Energy and Distributed Generation

METCO is a leader in integrating behind-the-meter renewable energy systems, including:

- Solar photovoltaic (PV) systems (rooftop, carport, and ground-mounted)
- Battery energy storage systems (BESS)
- Microturbines and combined heat and power (CHP) systems
- Backup and prime generators (natural gas and propane)

With in-house capabilities to design, permit, interconnect, and monitor distributed generation systems, METCO enables facilities to become more self-reliant, lower peak demand charges, and maintain critical operations during grid outages.

Microgrid and Resiliency Services

Recognizing the importance of energy resilience, METCO offers turnkey microgrid development for critical infrastructure such as hospitals, campuses, and municipal buildings. These microgrids integrate solar, batteries, generators, and smart controls to operate in both grid-tied and island modes. Services include:

- Feasibility studies and resilience audits
- Energy resource modeling and financial analysis
- Interconnection applications and regulatory compliance
- Controls programming for seamless islanding and load shedding

METCO's microgrid solutions are designed to help clients withstand weather disruptions, cyber threats, and energy market volatility.

Construction Management and Field Execution

METCO brings substantial field execution capability through its experienced project management team and a reliable network of prequalified subcontractors. The firm manages all aspects of construction, including:

- Site mobilization, demolition, and equipment installation
- Mechanical, electrical, plumbing, and control system integration
- Code compliance inspections and permit coordination
- QA/QC, punch-list completion, and closeout documentation

Projects are tracked using digital construction management platforms that provide real-time visibility into schedules, costs, submittals, RFIs, and safety compliance.

Commissioning and Post-Installation Support

All projects include rigorous commissioning processes aligned with ASHRAE Guideline 0 and the ACG/BCxA standards. METCO also provides:

- Factory startup and sensor calibration
- Functional performance testing
- Owner training and O&M manuals
- Warranty tracking and preventive maintenance plans

Post-installation support includes performance monitoring, energy analytics, and long-term maintenance agreements tailored to client needs.

Permitting, Compliance, and Documentation Management

METCO assumes full responsibility for permitting and regulatory compliance. Services include:

- Coordination with local Authorities Having Jurisdiction (AHJs)

- Submission of stamped drawings, cut sheets, and calculations
- Fire marshal approvals, structural certifications, and TDLR compliance
- Closeout packages including as-builts, warranties, and test reports

The firm ensures that all documentation is digitized and delivered through cloud platforms for audit readiness and ease of access.

Project Capacity and Resource Scalability

METCO has the internal capacity to deliver multiple concurrent large-scale projects, backed by:

- A multidisciplinary in-house engineering team (mechanical, electrical, energy)
- Dedicated project managers, field supervisors, and commissioning agents
- Trusted subcontractor network built over decades
- Strategic manufacturer and distributor partnerships for material procurement

Whether retrofitting a single facility or managing a district-wide modernization effort, METCO deploys the right teams and tools to ensure timely, budget-compliant, and high-performance delivery.

4. Capability for City Hall Generator Project

METCO Engineering, Inc. possesses technical capacity, code knowledge, and regulatory compliance expertise required to execute the City of Freeport's City Hall Generator Project with a high level of precision and accountability. Our capability to deliver this project stems from our comprehensive in-house resources, specialized engineering teams, and extensive experience with similar mission-critical infrastructure installations across Texas municipalities. The scope of work, which includes generator pad preparation, generator installation, security fencing, gas piping, and electrical modifications, falls squarely within METCO's domain of proven execution.

Expertise in Structural and Civil Works for Generator Foundations

Our firm has delivered numerous generator projects requiring structural slab design in coastal wind-load regions. In accordance with ASCE 7-16 and ACI 318-19, we calculate wind, seismic, and live loading conditions for the generator's foundation slab to ensure structural stability under Category IV essential facility classifications. For slab design, we use structural concrete mix conforming to ASTM C94 and reinforcement per ACI 318 Chapter 7, ensuring a 4-inch minimum depth as per manufacturer requirements and site conditions.

We also conduct geotechnical site analysis to determine bearing capacity, subgrade modulus, and soil stabilization needs, per IBC 2021 Chapter 18. Site drainage planning includes positive slope grading away from the slab and French drain installation if needed to comply with IBC Section 1805.4 for surface water mitigation.

Generator Installation and Power System Integration

The core of the project involves the installation of a 350 kW outdoor generator enclosed in a weatherproof housing. Our generator installation process complies with NFPA 110 (Standard for

Emergency and Standby Power Systems), particularly Chapter 7, which dictates acceptance testing, fuel system reliability, and operational readiness. The generator will be mounted on an engineered slab and secured with seismic and wind-rated anchoring per IBC Chapter 16, ensuring operational stability in adverse weather conditions.

Integration into the facility's electrical infrastructure will follow NFPA 70 (NEC) guidelines, including Article 700 for emergency systems and Article 701 for legally required standby systems, depending on the facility classification determined through coordination with the Authority Having Jurisdiction (AHJ). We employ certified electricians to manage the installation of conduits, terminations, bonding, and grounding systems as per NEC Article 250, ensuring low impedance grounding paths and fault current dissipation.

Installation of Automatic Transfer Switch and Load Segregation

The generator will be paired with an appropriately rated Automatic Transfer Switch (ATS) to ensure seamless transition between utility power and emergency generation. We install and program ATS systems compliant with UL 1008, and coordinate with upstream and downstream panels in accordance with NEC 700.5 and NEC 700.6 for ATS installation requirements, including sensing and control circuit integrity. Load segregation will be conducted based on emergency priority loads such as lighting, communications, and IT infrastructure, with branch circuit verification conducted under NEC Article 702 for optional standby loads if present.

Gas Infrastructure and Piping System Integration

Our capability includes full mechanical design and installation of gas piping per NFPA 54 (National Fuel Gas Code) and the International Fuel Gas Code (IFGC 2021). The gas line interconnection includes pressure regulation, excess flow protection, and seismic shutoff valve installation where necessary. We adhere to 49 CFR Part 192 for pipeline safety during routing, trenching, pipe laying, and connection with the local gas utility. Welded and flanged connections will be tested using hydrostatic and leak detection methods to ensure compliance with ANSI Z223.1.

Security and Protective Barriers

To protect the generator installation, we will construct a perimeter security fence using anti-climb materials and a lockable gate system in accordance with IBC 2021 Chapter 31 for fencing structures. The fencing will be installed with structural posts anchored per ICC-ES AC174 guidelines. Bollards spaced at 4-foot centers in traffic-exposed areas will be designed per ASTM F3016 to ensure impact resistance and meet vehicular collision protection requirements.

Regulatory Compliance and Grant Oversight

As this project is funded through a TDEM Mitigation Grant aligned with FEMA's Hazard Mitigation Grant Program (HMGP) under 44 CFR Part 206 Subpart N and 2 CFR Part 200, our firm ensures full regulatory compliance. This includes detailed procurement documentation, federal labor standards adherence under the Davis-Bacon Act, and audit-ready reporting. Our environmental and historic preservation documentation will conform to NEPA (42 U.S.C. 4321 et seq.), and we provide full support for the Environmental Planning and Historic Preservation (EHP) review process as required by FEMA.

Commissioning and System Acceptance

Upon installation, METCO performs comprehensive commissioning in accordance with NFPA 110 Chapter 7. This includes pre-functional testing, full-load testing with calibrated load banks, electrical insulation resistance checks per IEEE Std 43, and ATS functional tests. We document all findings and submit a final commissioning report for review by the City of Freeport, the TDEM program manager, and the AHJ. Additionally, we provide operator training, O&M manuals, and warranty documentation in accordance with the manufacturer's requirements and FEMA close-out standards.

The City Hall Generator Project requires a multifaceted engineering approach that integrates structural design, electrical engineering, mechanical expertise, and regulatory compliance into a cohesive solution. METCO Engineering, Inc. has demonstrated capabilities across all these domains, backed by field-proven experience, professional licensure, and compliance with national codes and federal regulations. Our technical capacity ensures the successful delivery of a resilient and code-compliant emergency power system for the City of Freeport.

5. Certifications and Affiliations









USGBC
MEMBER

SILVER

METCO ENGINEERING

USGBC MEMBER SINCE 2020

Is an active member of the U.S. Green Building Council, the foremost coalition of leaders working to transform the way buildings and communities are designed, built and operated. Our vision is that buildings and communities will regenerate and sustain the health and vitality of all life within a generation.

This membership was awarded on November 16, 2020.

MAHESH RAMANUJAM
President & CEO

Affiliations/Membership



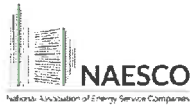
Department of Energy (DOE)



General Services Administration (GSA)



**Environmental Protection Agency
Energy Star Program**



**National Association of Energy
Service Companies**



**Texas A&M Engineering
Experiment Station
Texas A&M ESL Continuous Commissioning**



**PV Installation
Professional**



**Texas Energy Managers
Association (TEMA)**



**EDUCATIONAL PURCHASING COOPERATIVE OF NORTH TEXAS
Educational Purchasing Cooperative of
North Texas**



PC America



**Texas Pace Industrial Ambassador
Network**



**Environmental Protection Agency CHP
Partners**



**United States Green Building
Council (USGBC)**



**American Society of Heating,
Refrigerating &
Air-Conditioning Engineers
(ASHRAEE)**



The Interlocal Purchasing System (TIPS)



Association of Engineers (AEE)

6. Case Studies

METCO Engineering Inc.

METCO
ENGINEERING

METRO Kashmere



The METRO Kashmere facility in Houston, TX, underwent a critical upgrade focused on Power Factor Correction, Continuous Commissioning, and Enterprise Controls, executed by METCO Engineering, Inc. With a project budget of \$510,253, this initiative was designed to enhance electrical efficiency, optimize system performance, and reduce long-term operational costs.

Project Objective:

The project involved the implementation of power factor correction technology to improve electrical system reliability, a continuous commissioning program to ensure sustained energy efficiency, and an advanced enterprise control system for centralized energy management. By integrating real-time monitoring, automated system adjustments, and predictive analytics, the facility achieved greater operational efficiency while minimizing energy waste.

This upgrade resulted in an estimated 30-50% improvement in overall energy performance, leading to substantial electricity cost savings while supporting METRO's sustainability goals by reducing carbon emissions. Additionally, the enhanced control and commissioning framework minimized maintenance demands, ensuring long-term system stability and improved facility operations.

CASE STUDY



**Energy
Efficiency
Upgrades**

PROJECT TYPE

IMPLEMENTATION
COST

\$510,253

LOCATION

5700 Eastex Fwy,
Houston, TX 77026

YEAR OF
COMPLETION

2023

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 510,253
Nature: Energy Efficiency Upgrades




Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



METRO Lee P. Brown (HQ)



The METRO Lee P. Brown Headquarters in Houston, TX, underwent a comprehensive upgrade focused on Power Factor Correction, Enterprise Controls, and Continuous Commissioning, executed by METCO Engineering, Inc. With a project budget of \$541,586, this initiative was designed to enhance energy efficiency, reduce operational costs, and optimize system performance across the facility.

Project Objective:

The upgrades included the installation of power factor correction equipment to improve electrical efficiency, an advanced enterprise control system for centralized energy management, and a continuous commissioning program to ensure optimal building performance over time. By integrating real-time monitoring, automated load balancing, and predictive analytics, the facility now operates more efficiently while reducing energy waste.

This project resulted in an estimated 50-70% improvement in energy efficiency, leading to substantial cost savings on electricity and aligning with METRO's sustainability goals by reducing carbon emissions. Additionally, the enhanced control system minimized maintenance requirements, ensuring long-term operational reliability. The improved energy management framework also contributed to a more stable and efficient power infrastructure, enhancing overall building performance and occupant

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 541,586
Nature: Energy Efficiency Upgrades

CASE STUDY

Energy
Efficiency
Upgrades

PROJECT TYPE

IMPLEMENTATION
COST

\$541,586

LOCATION

1900 Main St, Houston,
TX 77002

YEAR OF
COMPLETION

2023



METRO 



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



THURGOOD MARSHALL RECREATION CENTER City of Dallas



Thurgood Marshall Recreation Center is set to undergo a radical makeover by the City of Dallas' Park and Recreation Department. The goal of this project was to improve the facility's infrastructure and facilities so that it continues to be a major hub for recreational and community activities.

Project Objectives:

The main goal was to update the Thurgood Marshall Recreation Center so that its equipment meets current standards and it works better. The project included improvements to social amenities like sports facilities, play areas, and meeting places to make the experience better for people of all ages.

Making sure that everyone in the community can get to things by adding features that meet accessibility standards and help people with disabilities. During the renovations, there were chances for the community to give feedback and help make sure that the new building meets the needs and wants of the people who live in the area.

SERVICES: General Contracting and Engineering Services

Initiation Date: January 9, 2020

Completion Date: August 11, 2020

Project Cost: \$477,809.00

Nature: Construction

The revitalization of Thurgood Marshall Recreation Center shows that the City of Dallas wants to give all its people access to fun places to play. This project wanted to make a lively center where people in the community can meet up to stay active, make new friends, and connect with each other.

CASE STUDY

**Construction
(Renovation)**

PROJECT TYPE

IMPLEMENTATION
COST

\$477,809.00

LOCATION

**5150 Mark Trail Way,
Dallas**

YEAR OF
COMPLETION

2020



Dallas
Park & Recreation



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



BUILDING SERVICES DEPT. City of Dallas



With a continuous commitment to providing optimum indoor air quality and encouraging citizen well-being, the City of Dallas' Building Services Department launched a comprehensive project to clean ducts at different leisure facilities. This initiative intended to improve the cleanliness and effectiveness of ventilation systems, resulting in healthier and more pleasant conditions for leisure center consumers.

Project Objectives:

The project's main purpose was to remove accumulated dust, debris, and allergens from ducting, resulting in better indoor air quality and a healthier environment for leisure center customers. By removing duct blockages and buildup, the project aimed to optimize airflow and enhance the efficiency of heating, ventilation, and air conditioning (HVAC) systems, resulting in lower energy consumption and operating costs.

The project's goal was to reduce the risk of possible health concerns connected with poor indoor air quality by performing proactive duct cleaning, as well as to extend the lifetime of HVAC equipment.

SERVICES: General Contracting and Engineering Services

Initiation Date: September 2, 2020

Completion Date: November 4, 2020

Project Cost: \$499,766.00

Nature: Construction

The duct cleaning initiative demonstrates the City of Dallas' proactive attitude to public health and wellbeing in the neighborhood. By addressing the often-overlooked issue of indoor air quality, the Building Services Department showed their dedication to building inclusive, accessible, and appealing places for all inhabitants.

CASE STUDY

Construction
(Duct Cleaning)

PROJECT TYPE

IMPLEMENTATION
COST

\$499,766.00

LOCATION

320 E. Jeffersons Blvd,
Dallas

YEAR OF
COMPLETION

2020



City of Dallas



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



METRO Rail Operations Center



The METRO Rail Operations Center in Houston, TX, underwent a strategic upgrade focused on Power Factor Correction and Enterprise Controls, executed by METCO Engineering, Inc. With an allocated budget of \$211,916, this initiative was designed to enhance power quality, optimize load distribution, and improve overall energy management efficiency.

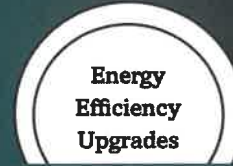
Project Objective:

The upgrade incorporated advanced power factor correction technology to reduce reactive power demand, enhance voltage stability, and optimize transformer utilization, leading to improved electrical distribution efficiency. Additionally, the implementation of an enterprise control system facilitated centralized energy monitoring, automated demand response, and real-time load balancing. By leveraging intelligent analytics and adaptive control algorithms, the facility achieved improved system performance, reduced strain on infrastructure, and enhanced operational resilience.

This project resulted in a projected 30-50% improvement in power utilization efficiency, significantly lowering electricity costs while aligning with METRO's sustainability goals through reduced carbon emissions. The integration of predictive diagnostics and automated controls also minimized maintenance demands, ensuring long-term system reliability and energy cost savings.

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 211,916
Nature: Energy Efficiency Upgrades

CASE STUDY



PROJECT TYPE

IMPLEMENTATION COST

\$211,916

LOCATION

1601 W Bellfort Ave,
Houston, TX 77054

YEAR OF COMPLETION

2023



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

CASE STUDY

METCO Engineering Inc.



HOUSTON COMMUNITY COLLEGE City of Houston



The HVAC repairs job for the Houston Community College (HCC) Alief Bissonnet Building was finished successfully by METCO Engineering Inc. The job began on July 2, 2020, and ended on November 19, 2020, within the \$1,563,349.00 limit set by job Manager James Walker. The heating, ventilation, and air conditioning (HVAC) systems across the school had to be completely remodeled as part of the work.

Project Objective:

The project included a thorough analysis of the current HVAC system, figuring out what was wrong, and making a plan for how to fix it. METCO Engineering Inc. used skilled workers and cutting-edge tools to make necessary fixes that made sure HVAC systems worked perfectly and efficiently. The fixes fixed several problems, including broken equipment, inefficient air distribution, and problems with the temperature control. Because we were careful and paid attention to every detail, the adjustments were done on time with little impact on school life. After the project was finished, a lot of testing and finishing was done to make sure the system worked as planned and met the requirements of the design. specifications.

SERVICES: General Contracting and Engineering Services

Initiation Date: July 2, 2020

Completion Date: November 19, 2020

Project Cost: \$1,563,349.00

Nature: HVAC Repairs

By leveraging our expertise, METCO Engineering Inc. delivered a successful project that improved the overall functionality and sustainability of the building, resulting in increased operating efficiency, reduced energy consumption, and a more pleasant interior atmosphere for occupants.

HVAC Repairs

PROJECT TYPE

IMPLEMENTATION
COST

\$1,563,349.00

LOCATION

13803 Bissonnet St,
Houston, TX 77083

YEAR OF
COMPLETION

2020



HCC HOUSTON
COMMUNITY COLLEGE

Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

Some other notable projects are:

Client	Sector	Project Name	Scope
City of Dallas	Government	Northwest ISD: Administration Building	Computer and Server Room Renovation and UPS and MEP + Emergency Generator
City of Dallas	Government	Emergency Generator For Northwest ISD	Computer and Server Room Renovation and UPS and MEP + Emergency Generator
Arlington ISD	Education	Kookan Elementary School	Mechanical/Electrical/Plumbing
Arlington ISD	Education	Corey Elementary	Fire Alarm and Security System Design/Build
Arlington ISD	Education	2014 Electrical Renovations to Kookan Education Center	Electrical Renovation
Northwest ISD	Education	Administration Building	Data Center UPS System and Emergency Generator Installation

References

Project Name	Client/Owner	Contact Name	Contact #	Email
Building Service Department Projects (Construction, Energy Efficiency Upgrades etc.)	Building Service Department, City of Dallas	Filmon Weldelibanos		filmon.weldelibanos@dallas.gov
Park and Recreation Projects (Construction, Electrical Upgrades, HVAC Upgrades etc.)	City of Dallas, Park and Recreation Dept.	Johnnie Burmfield	(214)533-1819	Johnnie.burmfield@dallas.gov
Houston Red Garage, Permitting Center projects, HOU Airport Systems (Chiller Upgrade Projects) etc.	TAMU TEES (ESL)	Bahman Yazdani	(979)574-3654	byazdani@tamu.edu

CRITERIA V. COMPETITIVE FEES

1. Pricing

\$503,414.00

FIVE HUNDRED THREE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS



Garet McInroe

2. BID Security/ BOND Requirements

A bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for the award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

October 9th, 2024



CONTRACT BONDING AGENCY

Partners in Construction. Bonded by Trust.

Re: Metco Engineering, Inc. - Dallas, TX

To Whom this May Concern:

Metco Engineering, Inc. is a valued client of PCL Contract Bonding Agency since 2016, and their surety, The Hanover Insurance Company, an A (Excellent) rated company by A.M. Best, since 2022.

In the past, we have considered single bonds for Metco in the \$20,000,000 range with a total bonding capacity in the \$40,000,000 range. Their available capacity can be estimated around \$23,000,000 at the time of this letter. The statement of these values is neither a commitment nor a limitation of their bonding capacity.

Barry Bagheri and his team have been a pleasure to work with. They are very knowledgeable and professional, and we are sure that you will enjoy working with them as much as we do. We would be pleased to entertain a request for bonding should it be required.

Any request for bonding must be made by our client and be accompanied by underwriting information as required by the Surety. Each request will be evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and PCL assumes no liability to you or third parties if for any reason we do not execute bonds.

If you have any questions please feel free to give me a call at (972) 459-4749.

A handwritten signature in black ink, appearing to read 'Eric Lesch'.

Eric Lesch
President

Specializing in construction bonding since 1985.

www.pclbonds.com

P.O. Box 1306 ■ Colleyville, TX ■ 76034 ■ 972.459.4749 ■ bondrequest@pclbonds.com



The Hanover Insurance Company
Citizens Insurance Company of America
Massachusetts Bay Insurance Company

BID BOND

CONTRACTOR:

(Name, legal status and address)

Metco Engineering, Inc.

6620 Lake Circle Dr

Dallas, TX 75214

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

OWNER:

(Name, legal status and address)

City of Freeport

1201 N Avenue H

Freeport, TX 77541

BOND AMOUNT: Five Percent of Greatest Amount Bid (5% G.A.B.)

PROJECT: *(Name, location or address, and Project Number, if any)*

2025-07 - City Hall Generator

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor, and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2025.

Witness

By:

Name:

Garet McInroe

Metco Engineering, Inc.

(Contractor as Principal)

By:

Name:

Title:

Barry Bagheri

COO

Witness

By:

Name:

Eric Lesch, Witness

The Hanover Insurance Company

By:

Name:

Title:

Felix Navejar

Attorney-in-Fact

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compa  as, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pa  a primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Eric Lesch, Melissa Lesch and/or Felix Navejar

Of PCL Contract Bonding Agency of Irving, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of April, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

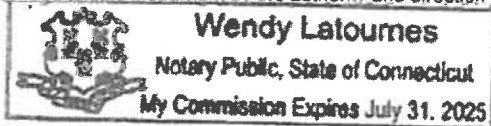
James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 6th day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of May 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President



**Farmers &
Merchants Bank**
Where Family is our Foundation

Re: Bank Reference Letter
Applicant: Metco Engineering, Inc. ("METCO")

To Whom It May Concern:

This letter is provided at the request of Barry Bagheri, President of METCO.

Please be advised of the following information. Farmers & Merchants Bank ("F&M") has provided financial services, including extensions of credit, to METCO for over ten years. METCO's first account at F&M was opened on March 4, 2010, and METCO has fulfilled all of its contractual obligations during the entire length of the banking relationship.

METCO has maintained its primary operating accounts at F&M and METCO's average balance in those accounts during the past 12 months is approximately \$2,000,000.00. The current balance in METCO's deposit accounts is \$5,025,000.

METCO also has an operating line of credit at F&M in the maximum principal amount of \$5,000,000. The current outstanding balance on the line of credit is \$0 and the amount available for advances is \$5,000,000.

F&M holds the accounts of METCO and Mr. Bagheri in the highest regards and value both as customers of the bank.

If I can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Thomas A. McCarthy,
General Counsel

Farmers & Merchants Bank
123 W. Huron Street
Berlin, Wisconsin 54923

fmberlin.com

123 W. Huron St. | Berlin, WI 54923
T: 920-361-1454 | F: 920-361-0500

3. Insurance Requirements

The firm shall agree to maintain and, upon request, provide evidence of coverage (e.g., Certificate of Insurance) for the following: general liability, automobile liability, works compensation, and professional liability.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/31/2024																																																																																																					
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 AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074	CONTACT NAME: Amy Cole PHONE (A/C No. Ext): 972-331-3704 FAX (A/C No.): 972-331-3704 E-MAIL: Amy.Cole@assuredpartners.com ADDRESS: Amy.Cole@assuredpartners.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: x-small;">INSURER(S) AFFORDING COVERAGE</th> <th style="font-size: x-small;">NAIC #</th> </tr> </thead> <tbody> <tr> <td style="font-size: x-small;">INSURER A: Evanston Insurance Company</td> <td style="font-size: x-small;">35378</td> </tr> <tr> <td style="font-size: x-small;">INSURER B: Texas Mutual Insurance Company</td> <td style="font-size: x-small;">22845</td> </tr> <tr> <td style="font-size: x-small;">INSURER C: Berkley Assurance Company</td> <td style="font-size: x-small;">39462</td> </tr> <tr> <td style="font-size: x-small;">INSURER D: Hartford Fire Insurance Company</td> <td style="font-size: x-small;">19682</td> </tr> <tr> <td style="font-size: x-small;">INSURER E:</td> <td></td> </tr> <tr> <td style="font-size: x-small;">INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Texas Mutual Insurance Company	22845	INSURER C: Berkley Assurance Company	39462	INSURER D: Hartford Fire Insurance Company	19682	INSURER E:		INSURER F:																																																																																								
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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.																																																																																																							
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ADDENDA

METCO Engineering, Inc. hereby acknowledges receipt and review of all issued amendments related to the City Hall Generator Project Request for Proposals. Specifically, we acknowledge the following amendments:

Amendment No. 1

We confirm that all terms, clarifications, changes, and requirements outlined in the above amendments have been reviewed and incorporated into our proposal submission.


Gareth McInroe



**CITY OF FREEPORT, TEXAS
REQUEST FOR PROPOSALS
CITY HALL GENERATOR**

**AMENDED TO CORRECT DUE DATE ON PAGE 4 & ATTACH
PICTURES OF THE SITE**

**Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541
COMPETITIVE SEALED RFP # 2025-07**

**DEADLINE:
FRIDAY, MAY 16, 2025 BY 10 A.M.**

ATTACHMENTS

Attachment 1. Certification Form

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on
May 16, 2025.

Firm: METCO Engineering, Inc. TIN: 200918019

Signed By:  Date: 05/16/2025

Printed Name: Garett McInroe Title: Chief Operating Officer

Phone #: (214)334-3724 Fax #: _____

Email: garet@metcoengineering.com Website: www.metcoengineering.com

Mailing Address: 11120 Petal St. #B300, Dallas, TX 75238

Delivery Address: 11120 Petal St. #B300, Dallas, TX 75238

END OF REQUEST

Attachment 2. W-9 Certificate

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																																						
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.																																																								
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) METCO Engineering, Inc.																																																								
2 Business name/disregarded entity name, if different from above. METCO Engineering, Inc.																																																								
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>																																																							
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐																																																								
5 Address (number, street, and apt. or suite no.). See instructions. 11120 Petal St. #B300	Requester's name and address (optional)																																																							
6 City, state, and ZIP code Dallas, TX 75238																																																								
7 List account number(s) here (optional)																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 33.33%; height: 30px;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">0</td> <td style="text-align: center;">-</td> <td style="text-align: center;">0</td> <td style="text-align: center;">9</td> <td style="text-align: center;">1</td> <td style="text-align: center;">8</td> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">9</td> <td colspan="8"></td> </tr> </table>			Social security number																		or									Employer identification number									2	0	-	0	9	1	8	0	1	9								
Social security number																																																								
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Employer identification number																																																								
2	0	-	0	9	1	8	0	1																																																
9																																																								
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																								
Sign Here	Signature of U.S. person <i>B. B. B.</i>	Date 05/16/2025																																																						
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. What's New Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.																																																								
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065). Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they																																																								
Cat. No. 10231X Form W-9 (Rev. 3-2024)																																																								

Attachment 3. CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. METCO Engineering, 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. Garet McInroe 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. N/A		
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 05/16/2025 Date		

Attachment 4. Certificate of Lobbying

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



Signature of Contractor's Authorized Official

Garet McInroe, Chief Operating Officer

Printed Name and Title of Contractor's Authorized Official

05/16/2025

Date

Attachment 5. Disclosure of Lobbying Activities Form

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: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award		Report Type: a. initial filing _____ b. material change	
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:			If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			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 <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
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: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

Attachment 6. Form 1295

Attachment 7. M/W- Owned Business Participation

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

Name of Firm	Telephone #	\$ Involvement
N/A	N/A	N/A



Owner: CITY OF FREEPORT

Project: RFP # 2025-07 City Hall Generator

Proposed Project Manager: Michael Clasen

P.O.C:

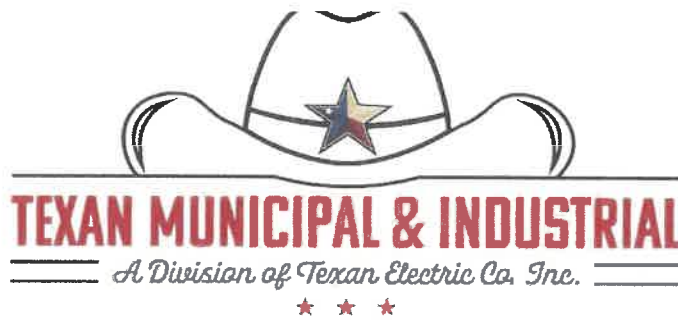
Warren Fields, Vice President

713-645-6560

Projects@texanmuni.com

CAGE: 3B9A2

7011 DIXIE DRIVE • HOUSTON, TEXAS 77087 • (713) 645-6560 • FAX (713) 645-6566



May-15-2025

To: City of Freeport
Attention: Clarisa Fernandez

Subject: City of Freeport Request for Proposal#2025-07(City Hall Generator)

Texan Municipal & Industrial is pleased to present our proposal for the above-listed subject. **Scope of Work and pricing as follows:**

We are pleased to quote the City Hall Generator Project per the documents provided online by the City of Freeport. We can work on additional pricing to include a Center Point outage and a permit cost if it is needed. I have also included documents for the generator being proposed, and my quantities of materials for your project.

This price includes the following:

1. Prepping the concrete pad for the generator
2. Installation of a 350 kW generator mounted outdoors with weatherproof enclosure on a 4" structural slab.
3. Security fencing with a lockable gate installed around the generator with bollards on 4' centers in traffic areas.
4. Installation of gas piping and electrical modifications.

Total price: \$347,845.45

Deduct : \$25,000.00 for a Diesel unit

Add: \$3500.00 for fuel for a 24 hour tank or \$7000.00 for fuel for 48 hour tank

Deduct: \$4,000.00 for gas allowance

We appreciate the opportunity to provide this proposal. If you need anything else, please give me a call at (832) 202-3314

Respectfully Submitted,

Ruben Torres
Project Manager
Texan Municipal & Industrial

RECAP SHEET

Estimator:

Job: City Hall

Work:

Date:

Base Material		
Sheet 1		
Sheet 2		
Sheet 3		0.00
Sheet 4		0.00
Sheet 5	1"	
Sheet 6	1 1/4"	0.00
Sheet 7	2"	0.00
Sheet 8	3"	0.00
Sheet 9	4"	
Sheet 10		0.00
Sheet 11		0.00
Sheet 12		0.00
Sheet 13	wire	
Sheet 14		0.00
Sheet 15		0.00
Sheet 16		0.00
Sheet 17		0.00
Sheet 18		0.00
Sheet 19		0.00
Sheet 20		0.00
Total Base Material:		
Material Recap		
Base Material Cost:		
Base Material OH		0.00
Base Material Profit 15%		
Material Subtotal		
Material Sales Tax 0.00%		0.00
Total Material Dollars:		

Lot Prices		
bollards		
builders risk		
bond		
permit		
Total Lot Cost:		
Lot OH		0.00
Lot Profit 15%		
Lot Subtotal		
Lot Sales Tax 0.00%		0.00
Total Supplier Quotes:		

Total Cost	Total OH	Total Profit	Project Sub-Total	Total Tax
	0.00			0.00

Labor		
Sheet 1		
Sheet 2		
Sheet 3		0.00
Sheet 4		0.00
Sheet 5		
Sheet 6		0.00
Sheet 7		0.00
Sheet 8		0.00
Sheet 9		
Sheet 10		0.00
Sheet 11		0.00
Sheet 12		0.00
Sheet 13		
Sheet 14		0.00
Sheet 15		0.00
Sheet 16		0.00
Sheet 17		0.00
Sheet 18		0.00
Sheet 19		0.00
Sheet 20		0.00
Labor Subtotal		
Lost Time 10%		
Total Labor Hours:		
Labor Recap		
Total Hrs:		
Labor Rate:		
Labor Cost:		
Labor OH 0%		
Labor Profit 15%		
Labor Subtotal		
Labor Sales Tax 0.00%		0.00
Total Labor Dollars:		

Non Taxable Lot Prices		
Total Lot Cost:		0.00
Lot OH 0%		0.00
Lot Profit 15%		0.00
Lot Subtotal		0.00
Total Supplier Quotes:		0.00

Project Sales Price
347,845.45

PRICING SHEET

ESTIMATE NO. _____

JOB City Hall

SHEET NO. 1

WORK _____

OF _____ SHEETS

ESTIMATED BY _____

PRICED BY _____

EXTENDED BY _____

CHECKED BY _____

DATE _____

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	Generator pad drill and dowel on existing concrete	1		e		8.00	e	
2	trench	100		e		0.12	e	
3	generator 350kw NG	1		e		40.00	e	
4	ats 1200	1		e	0.00	40.00	e	
5	MPZ	1		e		8.00	e	
6	fence w/slats	1		e		2.00	e	
7	ng allowance	1		e		2.00	e	
8	Gas Train	1		e		8.00	e	
9				e				
10	saw cut	1		e		8.00	e	
11								
12	ibox	2		e		5.00	e	
13								
14	crane	1		e		16.00	e	
15								
16	labor	2				40.00	e	
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								

203,486.00

234.00

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 2

WORK _____

OF _____ SHEETS

ESTIMATED BY:

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	7/8 Slotted Strut			c	0.00	20.00	e	0.00
2	1 5/8 Slotted Strut			c	0.00	4.00	e	0.00
3	1/4 All Thread			c	0.00			-----
4	3/8 All Thread			c	0.00	4.00	e	0.00
5	1/4 Bolts			c	0.00	4.00	e	0.00
6	1/4 Washers			c	0.00			-----
7	1/4 Nuts			c	0.00	2.00	e	0.00
8	1/4 Spring Nuts			c	0.00			-----
9	7/8 SS Slotted Strut			c	0.00	0.30	e	0.00
10	1 5/8 SS Slotted Strut	100		c		0.30	e	
11	1/4 SS All Thread			c	0.00	0.30	e	0.00
12	3/8 SS All Thread			c	0.00	0.30	e	0.00
13	1/4 SS Bolts			c	0.00	0.30	e	0.00
14	1/4 SS Washers			c	0.00	0.30	e	0.00
15	1/4 SS Nuts			c	0.00	0.30	e	0.00
16	1/4 SS Spring Nuts			c	0.00	0.30	e	0.00
17	Ground Rod	1		e		1.00	e	
18	Ground Well W/Cover	1		e		1.00	e	
19								-----
20	Misc	1		e			e	
21								-----
22								-----
23								-----
24								-----
25								-----
26								-----
27								-----
28								-----
29								-----
30								-----
31								-----
32								-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 5

WORK 1" Material

OF _____ SHEETS

ESTIMATED BY:

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	PVC Conduit			c	0.00	3.00	c	0.00
2	PVC 90s			e	0.00	0.50	e	0.00
3	PVC Couplings			e	0.00	0.30		-----
4	PCV Female Adaptors			e	0.00	0.30		-----
5					-----			-----
6	Rigid Conduit	200		c	0.00	8.00	c	0.00
7	Rigid 90s	4		e	0.00	0.50	e	0.00
8	Rigid Couplings	16		e	0.00	0.30	e	0.00
9	Rigid Hubs	10		e	0.00	0.30	e	0.00
10	Rigid Straps	20		e	0.00	0.30	e	0.00
11					-----			-----
12	Aluminum Conduit			c	0.00	8.00	c	0.00
13	Aluminum 90s			e	0.00	0.50	e	0.00
14	Aluminum Couplings			e	0.00			-----
15	Aluminum Hubs			e	0.00			-----
16	Aluminum Straps			e	0.00			-----
17					-----			-----
18	PVC Rigid			c	0.00	8.00	c	0.00
19	PVC Rigid 90s			e	0.00	0.50	e	0.00
20	PVC Rigid Couplings			e	0.00	0.30	e	0.00
21	PVC Rigid Hubs			e	0.00	0.30	e	0.00
22	PVC Rigid Straps			e	0.00	0.30	e	0.00
23					-----			-----
24	PVC Aluminum Rigid			c	0.00	8.00	c	0.00
25	PVC Aluminum Rigid 90s			e	0.00	0.50	e	0.00
26	PVC Aluminum Rigid Couplings			e	0.00			-----
27	PVC Aluminum Rigid Hubs			e	0.00			-----
28	PVC Aluminum Rigid Straps			e	0.00			-----
29					-----			-----
30	Seal Tight			c	0.00	3.00	c	0.00
31	Seal Tight Connector			e	0.00	0.50	e	0.00
32					-----			-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 9

WORK 4" Material

OF - SHEETS

ESTIMATED BY:

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	PVC Conduit	120		c		7.00	c	
2	PVC 90s	8		e		2.00	e	
3	PVC Couplings	16		e		0.25	e	
4	PCV Female Adaptors	8		e		0.25	e	
5								
6	Rigid Conduit	200		c		38.00	c	
7	Rigid 90s	4		e		2.00	e	
8	Rigid Couplings	16		e		0.50	e	
9	Rigid Hubs	12		e		0.50	e	
10	Rigid Straps	20		e		0.25	e	
11								
12	Aluminum Conduit			c	0.00	38.00	c	0.00
13	Aluminum 90s			e	0.00	2.00	e	0.00
14	Aluminum Couplings			e	0.00			
15	Aluminum Hubs			e	0.00			
16	Aluminum Straps			e	0.00			
17								
18	PVC Rigid			c	0.00	38.00	c	0.00
19	PVC Rigid 90s			e	0.00	2.00	e	0.00
20	PVC Rigid Couplings			e	0.00			
21	PVC Rigid Hubs			e	0.00			
22	PVC Rigid Straps			e	0.00			
23								
24	PVC Aluminum Rigid			c	0.00	38.00	c	0.00
25	PVC Aluminum Rigid 90s			e	0.00		e	0.00
26	PVC Aluminum Rigid Couplings			e	0.00			
27	PVC Aluminum Rigid Hubs			e	0.00			
28	PVC Aluminum Rigid Straps			e	0.00			
29								
30	Seal Tight	40		c			c	
31	Seal Tight Connector	8		e			e	
32								

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 12

WORK Wire

OF - SHEETS

ESTIMATED BY

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	1000			m	0.00	48.00	m	0.00
2	750			m	0.00	44.00	m	0.00
3	600	450		m		40.00	m	
4	500			m	0.00	36.00	m	0.00
5	400			m	0.00	32.00	m	0.00
6	350	1100		m		32.00	m	
7	250			m	0.00	26.00	m	0.00
8	4/0			m	0.00	24.00	m	0.00
9	3/0			m	0.00	24.00	m	0.00
10	2/0			m	0.00	22.00	m	0.00
11	1/0			m	0.00	20.00	m	0.00
12	1			m	0.00	18.00	m	0.00
13	2			m	0.00	16.00	m	0.00
14	3	100		m		16.00	m	
15	4			m	0.00	14.00	mm	0.00
16	6			m	0.00	12.00	m	0.00
17	8			m	0.00	8.00	m	0.00
18	10	1500		m		6.00	m	
19	12			m	0.00	5.00	m	0.00
20	14			m	0.00	4.00	m	0.00
21	Belden	1		m		4.00	m	0.00
22	Cat 5/6			m	0.00	4.00	m	0.00
23	Jet line	1		m	0.00	3.00	m	0.00
24	splice kits	5		e		1.00		
25	Misc	1		e		8.00	e	
26	350 Al			m	0.00	32.00	m	0.00
27	1/0 al			m	0.00	20.00	m	0.00
28								
29								
30								
31								
32								



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: Thursday, May 15, 2025
Company: Bidding Company
Attention: Estimator
Quote Number: 051525-003MP
Reference: Freeport Generators

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

City Hall Generator: -(1) Generac Model SG350, 350kW Natural Gas Generator -(1) 1200A Automatic Open Transition Transfer Switch	
Service Center Generator: -(1) Generac Model SG150, 150kW Natural Gas Generator -(1) 800A Automatic Open Transition Transfer Switch	
River Place Generator: -(1) Generac Model SD350, 350kW Diesel Generator -(1) 400A Automatic Open Transition Transfer Switch	

Your total cost is \$309,480.00 , plus any required taxes.

City Hall Generator:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Natural Gas fuel system
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Built-in Webserver
- IP65 (front)
- Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
- Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
- Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Coolant Heater, 2500W, 240VAC
- Standard MLCB, 80% rated thermal-magnetic
 - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Oil Temp Sender
- Standard 2-Year Limited Warranty
- SG0350KG30219N18PPYYG

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 1200 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN1200K3CH

Service Center Generator:

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- 150 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Natural Gas fuel system (7-11")
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 90 AH, 700 CCA Group 27F Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Standard MLCB, 80% rated thermal-magnetic
 - 250 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Extreme Cold Weather Kit - Heated Crankcase Breather System
- Flex Fuel Line
- Standard 2-Year Limited Warranty
- SG0150KG269.0S18HPYYG



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 800 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0800K3CH

River Place Generator:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 12.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- UL2200
- EPA Certified
- SCAQMD
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- 36" 693 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- Primary MLCB, 80% rated thermal-magnetic
 - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Critical Grade Silencer
- Coolant Heater, 2000W, 240VAC
- 3 Owner's manuals



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Standard 2-Year Limited Warranty
- SD0350KG17129D18HPYY3

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 35kA Any Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0400K3CH

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

Factory Prepaid, FOB Shipping Point



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Project Clarifications:

- Offering standard materials of construction by Generac Power Systems.
- Quotation based on email. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- **Please be advised that due to the potential for changes in tariffs. All quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.**
- All gas train accessories and required primary gas regulators by others.
- Security fencing provided by others.
- Start Up includes 1 roundtrip to Freeport, Tx with standard manufacturer testing and registration. If any additional trips are needed, they will be charged separately.
- River Place generator is quoted with a 24-hour operation at 100% rated power.
- Quote includes outdoor enclosure per specification request.

Standard Clarifications:

- New cancellation policy included in WPI Terms and Conditions.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.

Current estimated lead time is (see below) from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.

350kW Natural Gas Generator lead time is 12-18 weeks.

150kW Natural Gas Generator lead time is 8-12 weeks.

350kW Diesel Generator lead time is 12-18 weeks.

1200A Automatic Transfer Switch lead time is 12-16 weeks.

800A Automatic Transfer Switch lead time is 10-14 weeks.

400A Automatic Transfer Switch lead time is 6-8 weeks.

Best Regards,

Thomas Lawrence

New Unit Sales – Power Generation

Waukesha-Pearce Industries, LLC

Cell: (281) 928-0469

Email: Thomas.lawrence@wpi.com

www.wpi.com

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

*Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale*

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on _____ May 16, 2025.

Firm: Texan Municipal and Industrial, LLC TIN: 20-9227817

Signed By:  Date: 5/7/25

Printed Name: Warren Fields Title: Vice President

Phone #: 713-645-6560 Fax #: _____

Email: Projects@Texanmuni.com Website: _____

Mailing Address: P.O. Box 941548, Houston, TX 77094

Delivery Address: 7011 Dixie Drive, Houston, TX 77087

END OF REQUEST



TEXAN ELECTRIC CO., INC.

Unique Entity ID U4NKJNBPE2M5	CAGE / NCAGE 3B9A2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 21, 2025	
Physical Address 7011 Dixie DR Houston, Texas 77087-5217 United States	Mailing Address PO Box 266388 Houston, Texas 77207-6388 United States	

Business Information

Doing Business as TEXAN MUNICIPAL AND INDUSTRIAL	Division Name (blank)	Division Number (blank)
Congressional District Texas 09	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Aug 23, 2024	Submission Date Aug 21, 2024	Initial Registration Date Oct 22, 2002
--	--	--

Entity Dates

Entity Start Date Sep 23, 1982	Fiscal Year End Close Date Jun 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

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

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

On 08/23/2024 at 04:02 PM
<https://sam.gov/data/US4NKJNBPE2M5/contractStatus.html>

Page 1 of 1



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Texan Municipal & Industrial, LLC

of Houston, Texas

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Freeport City Hall

of Freeport, TX

(hereinafter called the Obligor) in the penal sum of Five Percent of Greatest Amount Bid

Dollars 5% G.A.B. lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated May 16, 2025 for 2025-07 - City Hall Generator

NOW, THEREFORE, if the Obligor shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligor in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligor against any loss the Obligor may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: May, 16, 2025

Texan Municipal & Industrial, LLC

Principal

By: Warren Fields

Warren Fields, Vice President & Secretary



The Ohio Casualty Insurance Company

By: Mitchell Fitzhenry

Mitchell Fitzhenry (Attorney-in-fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210853 - 974106

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mitchell Fitzhenry

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 9th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2025

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 A.J. Etheredge Company 430 Highway 6 South Suite 150 Houston TX 77079-		CONTACT NAME: Andrea Wilson PHONE (A/C, No, Ext): (713) 464-4888 FAX (A/C, No): (281) 584-9094 E-MAIL ADDRESS: andrea@ajetheredge.com PRODUCER CUSTOMER ID # TEXAN ELECTRIC CO INC																						
INSURED TEXAN MUNICIPAL AND INDUSTRIAL, LLC P O BOX 266388 HOUSTON TX 77207-6388		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Ohio Security Insurance Company</td><td></td></tr><tr><td>INSURER B</td><td>Ohio Casualty Insurance Company</td><td></td></tr><tr><td>INSURER C</td><td>Evanston Insurance Company</td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Ohio Security Insurance Company		INSURER B	Ohio Casualty Insurance Company		INSURER C	Evanston Insurance Company		INSURER D			INSURER E			INSURER F		
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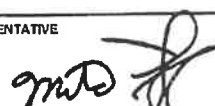
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Per Project Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	BKS 62509506	12/28/2024	12/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BAS 62509506	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000	Y	Y	USO 62509506 Follow Form Policy	12/28/2024	12/28/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	XWS 62509506	12/28/2024	12/28/2025	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 AGGREGATE 2,000,000
C	Pollution Liability	Y	Y	MEI6141028	10/09/2024	10/09/2025	PER CLAIM AGGREGATE 2,000,000

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

2025-07 - City Hall Generator

CERTIFICATE HOLDER Freeport City Hall 1201 N Avenue H Freeport, Texas 77541	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 
---	---

ACORD 25 (2009/09)
INS025 (200909)

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY A.J. Etheredge Company		NAMED INSURED TEXAN MUNICIPAL AND INDUSTRIAL, LLC
POLICY NUMBER BKS 62509506		
CARRIER Ohio Security Insurance Company	NAIC CODE	EFFECTIVE DATE: 05/16/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: 2025-07 - City Hall Generator

Freeport City Hall (Hereinafter OWNER) is named as Additional Insured in regards to the General Liability and Commercial Auto Policy as provided by Blanket Additional Insured Endorsement, where required by written contract. General Liability and Commercial Auto policies provide Waiver of Subrogation and Primary and Non-Contributory endorsement that are provided in favor of OWNER where required by written contract. Commercial Umbrella Policy is a Follow Form Policy. Pollution Liability Policy provides Waiver of Subrogation in favor of OWNER where required by written contract. General Liability, Commercial Auto and Pollution Liability policies includes 30 days of notice if policy is cancelled by the companies, and 10 days notice if the policy is cancelled for non payment.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Texan Municipal and Industrial, LLC

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.

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

5.5.2025
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

Certification Regarding Lobbying

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

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

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

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

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

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

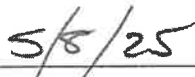
The Contractor, Texan Municipal and Industrial, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Warren Fields, Vice President

Printed Name and Title of Contractor's Authorized Official



Date

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

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

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

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

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

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan N/A e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award N/A	Report Type: a. initial filing ____ b. material change N/A
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Texan Municipal and Industrial, LLC 7011 Dixie Drive, Houston, TX 77087 Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency: N/A		7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____
Federal Action Number, if known: N/A		9. Award Amount, if known: \$ N/A
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): N/A
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: <u>Warren Fields</u> Print Name: <u>Warren Fields</u> Title: <u>Vice President</u> Telephone No.: <u>713-645-6560</u> Date: <u>5/8/25</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2025-1304987

Date Filed:
05/05/2025

Date Acknowledged:

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

Texan Municipal and Industrial, LLC
Houston, TX United States

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

City of Freeport, Texas

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.

RFP #2025-07
City Hall Generator

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 Roma Martinez, and my date of birth is 01-01-2000.

My address is 7011 Dixie Drive, Houston, Tx, 77087, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 5 day of May, 2025.
(month) (year)

Roma Martinez
Signature of authorized agent of contracting business entity
(Declarant)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

*** Although not certified, we are 100% woman-owned by Carloyn Hodges. ***

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Texan Municipal and Industrial, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 941548	Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77094		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

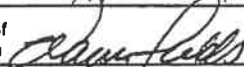
Social security number								
			-				-	
or								
Employer identification number								
9	3	-	4	0	7	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **5-7-2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ruben Torres

RubenTorres@TexanMuni.com – 832.202.3314

Over 20 years of experience in municipal and industrial projects, additional information available upon request.

Employment History

Texan Electric July 2023-Present

Operations Manager / Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

W-Industries – Houston, TX February 2022 – July

2023

Senior Project Manager

McDonald Electric – Houston, TX August 2010 – February

2022

Project Manager / Estimator McDonald Municipal and Industrial a Division of McDonald Electric

McDonald Electric – Houston, TX June 2005-

August 2010

Field Superintendent

McDonald Electric – Houston TX January 1999 – June

2005

General Foreman

Licenses

- *Texas Journeyman Electrician License*

WARREN J. FIELDS

Cell 832-859-4116

Member State Bar of Texas - admitted November, 1989

Board Certified in Estate Planning and Probate Law

Texas Board of Legal Specialization (2006).

EXPERIENCE:

Law Offices of Warren J. Fields (10/07 to present)

Texan Electric Co., Inc. d/b/a Texan Municipal and Industrial

Chief Financial Officer, Vice President, Secretary and General Counsel, Board of Directors (February 2023 to present)

Tepco Solutions

General Counsel and business consultant (May 2019 - November 2021)

Saxon Engineering, Inc. d/b/a/ Saxon Technologies

General Counsel and business consultant (January 2017-November 2018)

Mudsaver Valve Technologies

Vice President, General Counsel and Board of Directors (April 2008 to June 2017)

Action Professional Engineering, Inc

Vice President, General Counsel and Board of Directors (11/98 to 3/03)

Coordination of all functions of specialized oilfield drilling company specializing in highpressure

wells including corporate and state (California and Texas) compliance, safety, contracts, negotiations, bids, sales, production and international transactions.

Sloan Fields & Moyer, L.L.P. - Partner (4/03 to 9/07)

Fields & Associates P.C. f/k/a Fields and VerVoort PC (2/95 to 3/03)

Brewer & Pritchard, P.C. (8/93 to 2/95) Construction litigation

Michael Clasen

MichaelClasen@Texanmuni.com – 713-299-5788

Over 20 years of experience in municipal and industrial projects, additional information available upon request.

Texan Electric July 2023-Present

Sr. Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

W-Industries – Houston, TX February 2022 – July 2023

Project Manager

**Mcdonald Municipal and Industrial, a Division of McDonald Electric – Houston, TX
January 2015 – 2022**

Project Manager / Estimator

**MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF MCDONALD ELECTRIC.
AUGUST 2010 - JANUARY 2015**

FIELD SUPERINTENDENT / GENERAL FOREMAN

June 2005 – August 2010

Project Manager / Estimator

June 1998 – June 2005

Apprentice Electrician

**TEXAS JOURNEYMAN ELECTRICAL LICENSE | JUNE 2005 | ELECTRICAL TRAINING
CENTER**

Emilio Herrera

EmilioHerrera@TexanMuni.com – 832-830-9736

Over 10 years of experience in municipal and industrial projects, additional information available upon request.

Texan Municipal & Industrial August 2024- Present

Project Manager

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

Journeyman Electrician, 2018 to 2021

C.F. McDonald Electric Inc.

Apprentice Electrician 2014-2018

McDonald Electric Inc.

Education & Licenses

- Bachelor Of Science in Operations Management
- Texas Journeyman License
- Electrical Apprenticeship Program Certification
- OSHA 30 Certification

Tommy Torres

TommyTorres@TexanMuni.com – 713-252-5201

Over 10 years of experience in municipal and industrial projects, additional information available upon request.

Texan Municipal & Industrial October 2023 – Present *Project Manager*

- *Assist Estimating in bidding opportunities and Preconstruction services.*
- *Manage multiple crews of 6-15 technicians at any given time.*
- *Assist in development of Detailed Scope of Work.*
- *Develop a project site logistics plan.*
- *Maintain a thorough understanding of contract documents.*
- *Manage labor force to achieve optimum performance.*
- *Review and understand material budgets and negotiate purchase orders.*
- *Review and understand equipment budgets and negotiate rental rates.*
- *Monitor project costs and identify areas for improvement.*
- *Provide leadership in quality process.*
- *Provide leadership in the safety and accident prevention programs.*
- *Document daily construction activities.*
- *Issue and maintain short term schedules.*
- *Assist Project Engineers in Shop Drawing and Submittal process.*

W-Industries – Houston, TX February 2022 – August 2023

Superintendent

McDonald Electric – Houston, TX Sept 2004 - February 2022

Foreman/Supervisor

License

- Texas Journeyman Electrician License June 2004

**UNANIMOUS WRITTEN CONSENT OF MEMBER(S) AND MANAGERS
IN LIEU OF
ORGANIZATIONAL MEETING
OF
TEXAN MUNICIPAL AND INDUSTRIAL LLC
(the "Company")
October 31, 2023**

The undersigned, being all the member(s) and managers of the Company, hereby consent to, adopt and ratify in all respects, each of the following resolutions and such consent shall have the same force and effect as a vote by the undersigned at the organizational meeting of the members, and managers called by the undersigned:

Acceptance of Certificate of Formation

RESOLVED, that the Certificate of Formation as filed in the Office of the Secretary of State of the State of Texas on October 31, 2023 and as reviewed by the members and managers of the Company and attached hereto as Exhibit A, be and hereby is accepted and approved, and the Secretary of the Company is directed to place the Certificate of Formation in the corporate record book of the Company; and further

Company Agreement

RESOLVED, that the Company Agreement for governing the affairs of the Company in the form attached hereto as Exhibit B, be and they hereby is, accepted and approved, and the Secretary of the Company is directed to place the Company Agreement in the company record book of the Company; and further

Election of Officers and Board Members

RESOLVED, that Ms. Hodges, as the sole member of the Company and the following managers of the Company hereby establish a board of directors and the following persons were nominated and elected to serve as board members and as officers of the Company until successors are elected and qualified:

President & Chairman of the Board

Chief Financial Officer & Board Member

Vice President & Board Member

Secretary & Board Member

Vice President, General Counsel & Board Member

Carolyn R. Hodges

Warren Fields
Erika Roberts
Warren Fields
Warren Fields

Company Seal

RESOLVED, that the form of seal of the Company, an impression of which may appear in the margin of this Consent be, and it hereby is, approved and adopted as the official seal of the Company in all respects; and further

Certificates of Ownership

RESOLVED, that the form of certificate attached hereto as Exhibit C be, and it hereby is, approved and adopted as the form of certificate to evidence of ownership of the Company; and further

Issuance of Certificates

RESOLVED, that appropriate officers of the Company be, and they hereby are, authorized and empowered for and on behalf of the Company, to issue to the following persons membership certificates for the amount of interest(s) designated below for and against receipt by the Company of appropriate consideration and that when such Certificates are so issued, they shall be duly issued, validly outstanding, fully paid and nonassessable:

Carolyn Hodges	1000	100%
----------------	------	------

; and further

Capital Requirement

RESOLVED, that upon receipt by the Company of the consideration for the issuance of Certificates described in the preceding section, such consideration being valued equal to or in excess of One Thousand Dollars (\$1,000.00), the Company may commence business pursuant to its Certificate of Formation; and further

Depository Bank

RESOLVED, that a bank to be determined by the Managers of the Company be, and it hereby is, designated the depository bank of the Company and that the officers of the Company, individually and collectively are hereby authorized and empowered for and on behalf of the Company to execute resolutions prepared by such bank for the establishment of banking relations between the Company and such institution and two or more be and hereby are authorized to open a bank, money market or brokerage account on the Company's behalf; and further

UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF
ORGANIZATIONAL MEETING - TEXAN MUNICIPAL AND INDUSTRIAL LLC

PAGE 2

Tax Identification Number

RESOLVED, that the Managers of the Company, individually and collectively, be, and are hereby authorized and empowered to apply for a federal tax identification number and any additional tax identification numbers that are or may be required of the Company by any governing authority; and further

Fiscal Year

RESOLVED, that the fiscal year of the Company shall commence on January 1 and end on December 31 of each year, except for the first year of existence, which shall be deemed to have begun on October 31, 2023 and end on December 31, 2023; and further

Office

RESOLVED, that the Managers of the Company be, and are hereby authorized and empowered in the name and on behalf of the Company to establish, with the assistance of agents and employees of the Company, an office in Houston, Texas, including without limitation executing a lease for an office in Houston; and further

Qualification to do Business

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States, or any foreign country in which the Company may desire to do business, the officers of the Company are hereby authorized and empowered, in the name and on behalf of the Company, to appoint, substitute and replace all necessary or appropriate agents or attorneys for service of process, to designate and change the location of the office or offices of the Company and to make and file any and all certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocation of appointment or surrender of authority as such officers of the Company shall approve and deem advisable for the Company; and further

Organizational Costs

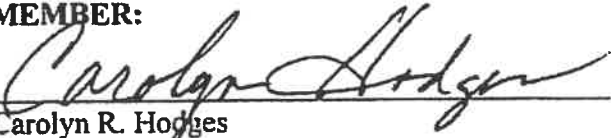
RESOLVED, that the Managers of the Company be, and hereby are authorized and empowered to pay all charges and expenses arising out of the organization of this Company and to reimburse any person who has made any disbursements therefore; and further

Authorization and Ratification

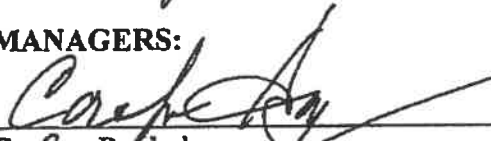
RESOLVED, that the officers of the Company are hereby authorized and empowered, individually and collectively, to (a) sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all such instruments and documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company or otherwise (as in any such officer's judgment shall be necessary, desirable or appropriate) in order to effect the purposes of the foregoing resolutions, and any and all acts and deeds previously performed by the officers or counsel or financial advisors prior to the date of these resolutions that are within the authority conferred hereby are ratified, confirmed and approved as the authorized acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned member(s) and managers have executed this Consent effective as of October 31, 2023.

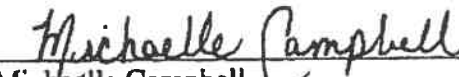
MEMBER:


Carolyn R. Hodges

MANAGERS:


Carolyn R. Hodges


Erika Roberts


Michelle Campbell

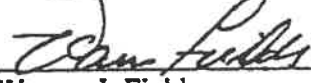
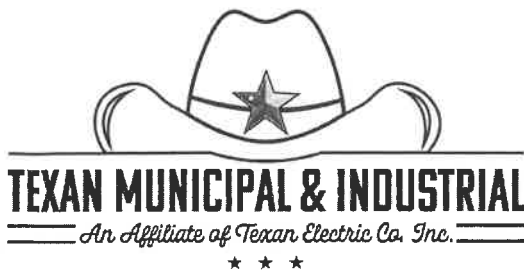

Warren J. Fields

Exhibit A - Certificate of Formation
Exhibit B - Company Agreement
Exhibit C - Certificate of Ownership

UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF
ORGANIZATIONAL MEETING - TEXAN MUNICIPAL AND INDUSTRIAL LLC

PAGE 4



Contracts on Hand

West Harris County Municipal Utility District No. 11 – Water Plant No. 1 Generator - \$858,854.00– 30%

- Jacobs Engineering Inc.: Shawn Sharkey - Shawn.Sharkey@jacobs.com (713) 582-0132

Clear Lake City Water Authority – Water Well No. 7 & Water Plant No. 2 Site Improvements (Generators) - \$856,169.00 – 25%

- LAN, Inc.: Jake Kocurek - JWKocurek@lan-inc.com (713) 821-0433

City of Nixon – Portable Emergency Generator - \$293,289.00– 40%

- BEFCO Engineering, Inc.: Chad Emmel - Chad@befcoengineering.com (979) 968-6474

Athens Municipal Water Authority – Water Treatment Plant Emergency Generator Improvements - \$614,180.00– 80%

- S. D. Kallman, L.P.: Cheryl Anderson - cheryl@sdkallman.com (512) 293-3925

Cinco Southwest Municipal Utility District No. 1 – Water Plant & Water Wells Generator Additions - \$2,351,169.00

- BGE, Inc.: Michael Barrette - mbarrette@bgeinc.com (281) 558-8700

Tarrant County – 350 West Belknap Generator & Automatic Transfer Switch Replacement- \$430,469.00

- Barid, Hampton & Brown: Paul Morris - pmorris@bhbinc.com (901) 289-6013

Gulf Coast Water Authority-Pump Replacement Projects - Thomas Mackey Water Treatment Plant - Clearwell / Industrial Pump Station - \$3,252,956.59 – 35%

- Garver: Wade Parks - wpparks@garverusa.com (713) 395-4285

City of Garland - Lavon Pump Station Backup Generator - \$2,499,169.00

- Gupta & Associates, Inc: Malanie Scallon

City of Richwood – ARPA Generators - \$2,499,169.00

- Strand Associates: Blake Faldyn – blake.faldyn@strand.com (979) 836-7937

TxDOT - Generator Infrastructure, S. Tyler AEM - \$383,169.00

- Texas Department of Transportation: Daphne Harris – Daphne.harris@txdot.gov (512) 765- 3527



Contracts on Hand

Prestonwood Forest Utility District – Wastewater Treatment Plant Emergency Power Generator Replacement - \$656,969.00

- Bleyl Engineering : Ronald Costello - rcostello@bleylengineering.com (936) 756-3661

Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - \$139,169.00

- WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

City of Taylor – Electrical Improvements Project - \$468,169.00

- HDR Engineering: Conor Stuart – conor.stuart@hdrinc.com (737) 230-7318

Fort Bend County Municipal Utility No. 134D – Harvest Green Lift Station No. 2 Generator Addition - \$129,169.00

- Quiddity Engineering: Ken Grafton – kgrafton@quiddity.com (713) 353-7322

West Travis County Public Utility – Southwest Parkway Pump Station Generator Installation - \$386,169.00

- Malone Wheeler: James Inocencio – jamesi@malonewheeler.com (956) 319-5546

Harris County Municipal Utility District No. 531 – Hidden Arbor Lift Station Generator Addition and Lift Station No. 1 - 213,469.00

- LJA: Shayna Helvey - shelvey@lja.com (713) 953-5200

Meadowhill Regional – MCC Wastewater Treatment Plant Replacement

- IDS Engineering Group: Kyle Malek - kmalek@idseg.com – (713) 462-3178



Project References & Experience

- Harris County Municipal Utility District No. 468 – Booster Pump Station Improvements - \$440,003.15
 - BGE, Inc: Gary Goessler - GGoessler@bgeinc.com (281) 744-5315
- City of Milford – 2020 TxCDBG Water Improvements – Emergency Generator - \$128,169.00
 - Freeman-Millican, Inc: Carlos Aguilar - caguilar@fmi-dallas.com (214) 952-0234
- Mission Bend Municipal Utility District No. 1 – Lift Station Electrical Improvements - \$122,669.00
 - Vogler & Spencer Engineering: Jolie Craft – Jcraft@vs-eng.com (713) 557-7787
- City of DeSoto – DeSoto Westmoreland ARPA Generator Improvements - \$694,946.00
 - Garver: Markay Brown – Mbrown@GarverUSA.com (318) 278-1110
- Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - \$139,169.00
 - WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

** The following projects were managed by Ruben Torres & Michael Clasen under their previous employer. The references are to supply information for these individuals apart from their previous employers.

- FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 – Third Storm Water Pump Station – Bid Package 4C – building interior
 - Contact: Jim Kidda – 832-731-3773
- FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 152 – Lift Station No. 1 Rehabilitation
 - Contact: Makayla Murski – 713-462-3178
- DOWDELL PUBLIC UTILITY DISTRICT – Water Plant No. 1 Demolition
 - Contact: Taylor Reed - 713-782-0042
- HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 81
 - Contact: Gary Gossler – 281-744-5315
- CITY OF LAREDO – Manadas Creek Wastewater Treatment Plant **\$9.8MM** – 2022
- CITY OF PFLUGERVILLE – Surface Water Treatment Plant Standby Generator **\$7.6MM** – 2021
- TEXAS DEPARTMENT OF CRIMINAL JUSTICE – Replace Primary Distribution System Wynne Unit **\$7MM** – 2019
- HARRIS COUNTY MUD 558 – Generator
 - Costello Engineering: Nicholas Pratkanis – 713-783-7788
- CITY OF MADISONVILLE – Generator
 - Strand & Associates: Hollie Janecka, P.E. - 979-836-7937
- SOUR LAKE - Generator
 - Bleyl Engineering: Blake Barringer, P.E. - (936) 441-7833
- BEECHNUT MUD - MCC
 - Sander Engineering Corporation: Erik Miller, P.M. - (713) 784-4830



RFP # 2025-08 PUBLIC BID OPENING

Project No. DR-4586-0107

Project Name: Riverplace Generator

Submissions Due Date:

Friday, May 16, 2025, at 10:00 AM CST

No Submissions after deadline were accepted.

BIDS WERE OPENED PUBLICLY AND READ ALOUD AT:

City Hall 1201 North Avenue H Freeport, TX 77541

On the following date and time:

Friday, May 16, 2025 at (10:00AM)

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526



SIGN IN SHEET

NAME	COMPANY	EMAIL
Clarisa Fernandez	COF	cfernandez@freeporttx.gov
Crystal Ruiz	COF	crui2@freeport.tx.us
José Manuel	Metro Eng.	jmanuel@metroengineering.com
Estevan Ganti	Metro Eng.	estevan@metroengineering.com
Ruben Torres	Texas Municipal & Industrial	rubentorres@Texanmuni.com
Raymond Leal	mm&I	wayneh@mcdonaldinc.com
Ashlee Hurst	COF	ahurst@freeporttx.gov



BID TABULATION

[illegible]



BID EVALUATION (IF APPLICABLE)

VENDOR	EXPERIENCE (MAX 40)	WORK PERFORMANCE (MAX 25)	CAPACITY TO PERFORM (MAX 35)	TOTAL SCORE	TOTAL OF PROPOSAL
McDonald Municipal	Not listed	Not listed	Not listed		216,469.00
Texas Municipal	40	25	35	100	240,300.90
Metco Engineering	40	25	35	100	355,040.00



SCORING CRITERIA

Experience:

Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)
Proposer's/Respondent's experience/past relationship with the City (Max 5 points)
Experience of Project Manager or Site Superintendent (Max 10 points)
The extent to which the goods or services meet the City's needs (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 40

Work Performance:

Past Performance on similar projects of size and scope (Max 10 points)
Management of Purchase Price/Pricing (Max 10 points)
Quality of goods and services (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 25

Capacity to Perform:

Experience of Staff (Max 10 points)
A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)
Adequacy to do the work assigned (Max 10 points)
Professional Liability insurance in force (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 35

OVERALL TOTAL POSSIBLE: 100

Riverplace Generator, DR-4586-0107

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ADDITIONAL INFORMATION





McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

Name: City of Freeport
Riverplace Generator #2025-08
May 16, 2025

Bidder: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Contact: Wayne Berkenmeier, Vice President Special Projects
713-921-1368 (office): 713-202-4887 (cell)

WayneB@mcdonaldinc.com

To whom it may concern,

Please let this letter serve as an introduction to McDonald Municipal and Industrial (MM&I)- A Division of C.F. McDonald Electric, Inc. McDonald Electric has been in business for 68 years we are incorporated in the State of Texas with one office located in Houston, Texas. We have approximately 200 electricians, 10 estimators/project managers and 2 professional engineers on staff. We are licensed to complete construction projects in the State of Texas and our staff includes 3 master electricians, 10 project managers, and (2) Professional Electrical Engineers.

MM&I was founded in 2014 to provide turn key construction projects to our customers. Our firm completes an average of \$65M in construction projects each year and MM&I completes 100% of these projects as a general contractor as our contracts often include significant masonry, concrete, roofing, utility work, asphalt, mechanical concrete, chlorine systems, and various other scopes of work. MM&I has installed an average of 50 industrial generators per year for many City, County, State, and Federal organizations.

Thank you for considering us for award of your contract and we hope to be able to work with The City of Freeport on the proposed project.

Respectfully,

A handwritten signature in black ink, appearing to read 'Wayne Berkenmeier', is written over a horizontal line.

Wayne Berkenmeier
Vice President Special Projects

McDonald Municipal & Industrial – A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Dr. Houston, Texas 77017 Phone: 713-921-1368 Fax: 713-921-5109

Bidder Name: McDonald Municipal & Industrial - A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Dr. Houston, Texas 77017

Bid Proposal

City of Freeport – Riverplace Generator
1201 N Avenue H Freeport, Texas 77541
RFP # 2025-08

Insurance bonds, mobilization, permits and clean up in accordance with the plans and specs	LS	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
Prep concrete pad for generator	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Installation of a 350 KW Diesel generator mounted outdoors with enclosure	LS	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
Security fencing with lockable gate installed around the generator	LS	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
Fuel for start up	LS	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
Any additional	LS	\$ <u>92,369.00</u>	\$ <u>92,369.00</u>
Total			\$ 216,469.00



Signature

Vice President Special Projects
Title

May 16, 2025
Date:

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on May 16th, 2025.

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

Firm: _____ TIN: 74-1540453

Signed By:  Date: May 16, 2025

Printed Name: Wayne Berkenmeier Title: Vice President Special Projects

Phone #: 713-921-1368 Fax #: 713-921-5109

Email: Wayneb@mcdonaldinc.com Website: _____

Mailing Address: 5044 Timber Creek

Houston, Texas 77017

Delivery Address: 5044 Timber Creek

Houston, Texas 77017

END OF REQUEST

MINUTES OF MEETING
OF
BOARD OF DIRECTORS
OF

C. F. McDONALD ELECTRIC, INC.

A meeting of the Board Of Directors of the Corporation was held on this date and at the time and place set forth in the written waiver of Notice signed by the Chairman, fixing such time and place.

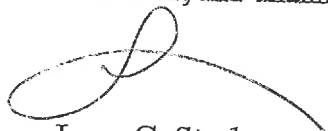
There were present the following:

Larry G. Stephenson, Chairman of The Board/Director
Harry Keller, Vice President
Diana Dollar, Secretary/Treasurer
Wayne Berkenmeier, Vice President Special Projects

The meeting was called to order by Larry G. Stephenson.

On the day, May 1, 2014, it was moved, seconded, and unanimously carried that Wayne Berkenmeier, acting as Vice President Special Projects of the Corporation, shall have the authority to sign, alone, any and all bid proposals, contracts and other legal of C. F. McDonald Electric, Inc., and/or McDonald Municipal and Industrial A Division of C. F. McDonald Electric, Inc.

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, it was adjourned.



Larry G. Stephenson

ATTEST:



Diana Dollar

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric 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.

NONE

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity
Wayne Berkenmeier

May 16, 2025

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).

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

The Contractor, _____, 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

Wayne Berkenmeier Vice President Special Projects

Printed Name and Title of Contractor's Authorized Official

May 16, 2025

Date

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

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

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

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

Wayne Berkenmeier

Vice President Special Projects

713-921-1368

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

NONE

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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	Report Type: a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
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: <u>Wayne Berkenmeier</u> Title: <u>Vice President Special Projects</u> Telephone No.: <u>713-921-1368</u> Date: <u>May 16, 2025</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
H & R Electrical Supply	281-382-7122	\$ 7,500.00

Scheduled SAM Maintenance
Show Details
Feb 11, 2025



See All Alerts

FSRS.gov Role Migration is
Live
Show Details
Feb 4, 2025



Home

Search

Data Bank

Data Services

Help

< Core Data



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

BUSINESS INFORMATION

Doing Business As (blank)	URL www.mcdonald inc.com
Division Name C F McDonald Electric Inc	Division Number (blank)
Congressional District Texas 29	State/Country of Incorporation Texas, United States

Registration Dates

Activation Date Feb 14, 2025	Initial Registration Date Apr 23, 2002
Submission Date Feb 12, 2025	

Owner	CAGE Legal Business Name
-------	--------------------------------

Immediate Owner	(blank)(blank)
--------------------	----------------

Highest Level Owner	(blank)(blank)
---------------------------	----------------

Entity Dates

Entity Start Date May 1, 1956	Fiscal Year End Close Date Jul 31
--	---

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

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

**MCDONALD C F
ELECTRIC INC**

Active Registration

Unique Entity ID

CAGE/NCAGE

Expiration Date

TKYJJDMT2D49 0HRF6

Feb 12, 2026

Physical Address

5044 Timber Creek DR
Houston, Texas
77017-5954, United States

Mailing Address

5044 Timber Creek
Houston, Texas
77017-5954, United States

Purpose of Registration

All Awards

Version

Current Record

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5044 Timber Creek Drive

6 City, state, and ZIP code

Houston, TX 77017

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 4 - 1 5 4 0 4 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/16/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2025-1299483

Date Filed:
04/23/2025

Date Acknowledged:

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

McDonald Municipal & Industrial A Division of C.F. McDonald Electric, Inc.
Houston, TX United States

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

City of Freeport

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.

RFP # 2025-08
Riverplace Generator

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stephenson, Larry	Houston, TX United States	X	
	Berkenmeier, Wayne	Houston, TX United States	X	
	Keller, Harry	Houston, TX United States	X	
	Dollar, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Wayne Berkenmeier, and my date of birth is 05/15/1970

My address is 5044 Timber Creek, Houston, Texas, 77017, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16th day of May, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Drive
Houston, TX 77017

OWNER:

(Name, legal status and address)

City of Freeport
1201 N. Avenue H
Freeport, TX 77541

BOND AMOUNT: 5% of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Riverplace Generator Bid #2025-08

Bond Number:

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2025.

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.


(Witness) Diane Dollar

(Principal)

Wayne Berkenmeier

(Title)

(Seal)

Vice President Special Projects


(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Amanda Naquin, Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; James R Jackson; Lisa Marroquin; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of April, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

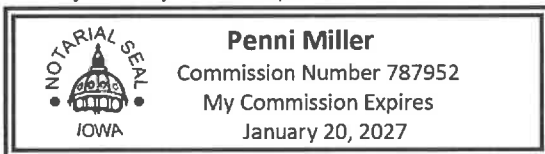
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May, 2025.



Elisabeth Sandersfeld

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2025

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 Risk Services of Louisiana 333 Texas Street, Suite 1000 Shreveport LA 71101		CONTACT NAME: Michelle McCall PHONE (A/C, No, Ext): (318) 797-2422 FAX (A/C, No): (318) 795-4892 E-MAIL ADDRESS: michelle-mccall@leavitt.com															
INSURED C F McDonald Electric Inc McDonald Municipal & Industrial 5044 Timber Creek Drive Houston TX 77017		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B : The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C : Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER D : St Paul Surplus Lines Insurance Company</td><td>30481</td></tr><tr><td>INSURER E : Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : The Charter Oak Fire Insurance Company	25615	INSURER C : Travelers Indemnity Company of Connecticut	25682	INSURER D : St Paul Surplus Lines Insurance Company	30481	INSURER E : Travelers Property Casualty Co. of America	25674	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 2025 LIAB**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		DT-CO-A9854158-PHX	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		810-A9854331	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		CUP-B1-693789-25-MF	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	UB00A985440A	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability		25SPS4PL1PF	04/01/2025	04/01/2026	Prof each error omission 1,000,000 Poll - each condition 10,000,000 Poll aggregate 10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Freeport 1201 North Ave H Freeport TX 77541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Risk Services of Louisiana		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Riverplace Generator
RFP#2025-08

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Risk Services of Louisiana		NAMED INSURED C F McDonald Electric Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Complete Named Insured: C F McDonald Electric, Inc. ,
 McDonald Municipal & Industrial, A Division of C F McDonald Electric, Inc.

Blanket additional insured with primary noncontributory wording as required by written contract for general liability, and automobile coverages

*

Blanket waiver of subrogation as required by written contract for general liability, automobile and workers compensation coverages

*

Blanket 30 day notice of cancellation except 10 days for non pay as required by writte contract for general liability, automobile and workers compenstaion

*

Workers compensation coverage includes maritime and USL&H

*

Pollution Professional liability policy includes Blanket additional insured including completed ops and primary non contributing along with waiver of subrogation and 30 day notice of cancellation . Also includes mold coverage.

*

Umbrella is follow form



PROPOSAL FOR:

**CITY OF FREEPORT, TEXAS REQUEST FOR PROPOSALS
RIVERPLACE GENERATOR
RFP #2025-08**

REQUEST FOR PROPOSALS

Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541

ATTN: Clarisa Fernandez, City Secretary
1201 North Avenue H
Freeport, TX 77541



PREPARED BY:

METCO Engineering
11120 Petal St. #B300
Dallas, TX 75238

METCO®
ENGINEERING

Sustainability
begins with
Energy

TABLE OF CONTENTS

TABLE OF CONTENTS	2
COVER LETTER	3
EXECUTIVE SUMMARY	4
CRITERIA I. KNOWLEDGE OF GENERATOR INSTALLATIONS IN TEXAS.....	6
CRITERIA II. EXPERIENCE WITH TDEM/HMGP GRANT COMPLIANCE.....	9
CRITERIA III. PROJECT MANAGEMENT CAPABILITY	11
CRITERIA IV. STAFF QUALIFICATIONS AND FIRM CREDENTIALS	14
1. Contact Information (Principal with Signing Authority):	14
2. Staff Qualifications	14
3. Firm Capabilities	22
4. Capability for Riverplace Generator Project	25
5. Certifications and Affiliations	27
6. Case Studies	32
CRITERIA V. COMPETITIVE FEES.....	39
1. Pricing	39
2. BID Security/ BOND Requirements.....	40
3. Insurance Requirements.....	42
ADDENDA	43
ATTACHMENTS	44
Attachment 1. Certification Form.....	44
Attachment 2. W-9 Certificate.....	45
Attachment 3. CIQ Form	46
Attachment 4. Certificate of Lobbying.....	47
Attachment 5. Disclosure of Lobbying Activities Form	48
Attachment 6. Form 1295.....	49
Attachment 7. M/W- Owned Business Participation.....	50

COVER LETTER

May 16, 2025

1201 North Avenue H
Freeport, TX 77541

Dear Clarisa Fernandez,

METCO Engineering, Inc. is honored to support the City of Freeport in executing the Riverplace Generator Project at its primary municipal facility. This critical infrastructure upgrade aligns with METCO's mission to deliver resilient, code-compliant, and energy-efficient power systems that enhance operational continuity and public safety. With a proven track record in public-sector energy infrastructure, METCO will apply its deep engineering expertise and integrated delivery capabilities to ensure the successful deployment of this standby power system for the Riverplace.

As a Department of Energy-qualified Energy Services Company (ESCO), METCO brings significant experience in emergency generator installations for municipal and critical government facilities across Texas. We understand the regulatory, structural, and logistical demands of essential service installations, emphasizing system reliability, automatic transfer, code compliance, and minimal operational disruption. Our method prioritizes NFPA, NEC, IBC, and TDEM requirements while incorporating best practices for risk mitigation and performance assurance.

This project involves the full installation of a 350-kW outdoor generator on a concrete pad, secure fencing with bollards, gas piping connections, and necessary electrical upgrades. The system will be integrated with an automatic transfer switch for a reliable switchover during outages. All work will be executed with close attention to current standards, safety protocols, and municipal requirements to ensure a dependable and compliant installation.

METCO's team of licensed engineers, master electricians, and experienced project managers will work in close coordination with the City of Freeport from mobilization to commissioning. Our commitment includes detailed reporting, rigorous safety standards, stakeholder engagement, and strict schedule adherence to deliver a turnkey solution for the Riverplace Generator Project.

METCO Engineering is proud to support the City of Freeport in enhancing the resiliency and functionality of its municipal infrastructure reinforcing the City's emergency preparedness and continuity of services through this essential generator installation project.

Sincerely,



Garet McInroe

METCO Engineering, Inc.

11120 Petal St. #B300, Dallas, TX 75238

garet@metcoengineering.com

Tel.: (214)334-3724

EXECUTIVE SUMMARY

On behalf of METCO Engineering, Inc., it is my pleasure to submit this proposal in response to the City of Freeport's request for the installation of a standby generator system at Riverplace, located at 733 North Front St., Freeport, TX 77541. METCO Engineering is the ideal partner to deliver this essential infrastructure upgrade, offering the highest value in project execution, public-sector experience, and risk-managed delivery. Our team is uniquely qualified to provide dependable results in system performance, safety, and long-term operational resilience.

The City of Freeport seeks to install a new 350 kW outdoor-rated generator system with gas piping, electrical modifications, security fencing, and site-specific structural enhancements. METCO has developed this proposal to meet the City's goals of enhanced reliability and continuity of municipal services by integrating durable, high-efficiency equipment and ensuring full compliance with applicable safety and construction standards.

METCO Engineering brings both deep technical capability and strong financial standing to fully support the project through completion. Our turnkey approach includes detailed pre-construction planning, site preparation, equipment procurement, installation, commissioning, and functional testing. The City will benefit from a single, accountable partner throughout the entire process ensuring consistent communication, adherence to schedule and budget, and delivery of a critical power system built for long-term reliability.

As a federally approved Energy Service Company (ESCO), METCO Engineering has unparalleled experience implementing a wide range of energy projects, including:

1) Renewable Energy: METCO offers a broad range of energy management solutions to help you reduce your energy costs. We use environmentally friendly sources that are economically viable and resilient to external factors. Our expert solutions include:

Solar and thermal Photovoltaic Systems:

- Renewable energy generation to meet your power demands.
- Reduced carbon footprint and increased cost savings in electricity bills.
- Advanced and efficient solar panel systems minimize reliance on the main grid.

District Energy Microgrids:

- Independent power plants run in small communities.
- Smart energy distribution system that works in parallel with the main grid.
- Clean and efficient energy to minimize your carbon footprint.

Energy Storage:

- Powerful energy storage solutions to store intermittent electricity from renewable sources.
- Efficient and reliable power backup in blackouts and natural disasters.
- A practical solution to smooth out variable energy outputs.

2) Energy Efficiency: METCO designs and installs long-term value solutions, including MEP and HVAC system installs/upgrades, building envelopes, deep energy retrofits, energy infrastructure

improvements, energy efficiency management and automations systems. Our state-of-the-art tools help you cut energy costs with time and resource efficiencies.

3) Energy Supply Management: Developing a strategy for adequate energy supply management requires extensive risk assessments, periodic monitoring, and maintenance or control evaluations of power distribution methods. METCO's experts provide efficient supply management services, including energy procurement and energy cost management, demand response, and Renewable Energy Certificates (RECs). Based on your unique system, we devise plans and effective techniques for power transmission that will benefit your bottom line over the long-term.

4) Construction and Design: METCO offers functional and aesthetic building services. We have extensive experience in multiple capacities whether it is Design Build (DB), Design-Bid-Build (DBB), General Contracting (GC), Construction Management (CM), Job Order Contracting (JOC), or any other service, our professional and tenured team utilizes advanced technologies to ensure optimal operations and pleasing visual aesthetics.

METCO Engineering, Inc. has extensive experience supporting public-sector clients—including municipalities, emergency response centers, and administrative facilities—with high-impact power infrastructure and mechanical system upgrades. As a federally approved Energy Services Company (ESCO), we have successfully delivered critical backup power and generator projects that enhance operational resilience, support continuity of government services, and align with state and federal emergency preparedness goals.

For this proposal, METCO Engineering offers the added advantage of being a subsidiary of an advanced energy technology firm, providing us with direct access to high-performance generator systems and auxiliary components at internal transfer pricing. This structural advantage allows the City of Freeport to realize greater project value compared to conventional procurement approaches. Our vertically integrated capabilities including civil preparation, electrical and gas integration, generator commissioning, and secure enclosure installation ensure a seamless and accountable delivery model for the Riverplace Generator Project.

METCO has thoroughly reviewed the scope of work, including the structural slab, fuel delivery system, electrical modifications, security fencing, and critical load transfer requirements. Our technical team has developed a comprehensive execution plan that mitigates risk, ensures compliance, and aligns with current emergency management protocols. Our in-house Policy and Electric Markets (PEM) division continuously monitors applicable regulatory and code changes, enabling clients like the City of Freeport to remain fully compliant while optimizing access to potential future grant programs and energy incentives.

Our engineering and construction teams will work in close coordination with City officials to ensure alignment on project milestones and technical details. As part of our proposal, METCO is prepared to deliver stamped design drawings, equipment performance specifications and other requirements.

We appreciate the opportunity to submit this proposal and look forward to the potential of supporting the City of Freeport in delivering a robust, secure, and future-ready backup power system for its Riverplace facility.

CRITERIA I. KNOWLEDGE OF GENERATOR INSTALLATIONS IN TEXAS

The deployment of standby generator systems in Texas municipal environments demands a deep understanding of multidisciplinary engineering principles, regional code compliance, environmental factors, and seamless coordination with utilities and local jurisdictions. For critical facilities such as Riverplace in Freeport, the installation of a 350 kW outdoor generator with an automatic transfer switch (ATS) must be executed with precision, reliability, and adherence to rigorous technical standards. METCO Engineering, Inc. possesses comprehensive experience in generator installations throughout the state of Texas, particularly in the Gulf Coast region where resilience against extreme weather and utility outages is paramount.

Electrical Engineering and NFPA Code Compliance

At the core of any standby generator installation is its classification under the National Fire Protection Association (NFPA) 70® – National Electrical Code (NEC) and NFPA 110 – Standard for Emergency and Standby Power Systems. A 350 kW generator intended to support Riverplace operations constitutes a Level 1 system under NFPA 110, necessitating the highest level of reliability and installation rigor due to the life-safety and public service continuity functions.

METCO's licensed professional engineers apply detailed system-level design, incorporating:

- **Load Analysis:** Conducted through digital modeling software (ETAP, SKM PowerTools) to evaluate peak kW/kVA demand, harmonic distortion, power factor, transient voltage dip, and motor-starting sequences for HVAC and emergency systems.
- **Generator Sizing & Configuration:** The 350 kW prime-rated set must be sized not just for base load but also for transient recovery time under NEC Article 700.5(B), ensuring voltage restoration within 10% in ≤10 seconds. Generator excitation systems are evaluated for short-circuit performance to clear downstream protective devices without nuisance tripping.
- **Automatic Transfer Switch (ATS):** Integration of a 3- or 4-pole ATS with open or closed-transition capability, UL 1008-rated, is essential. Our designs ensure ATS coordination with upstream circuit breakers, time-delay neutral settings, and inrush mitigation for sensitive electronics and IT systems.

Concrete Foundation and Structural Pad Engineering

Proper generator anchoring and vibration isolation is critical to ensure both mechanical integrity and code compliance in Texas's high-wind, hurricane-prone zones. METCO utilizes civil and structural engineers to design the generator pad to conform with:

- ACI 318-19 and ASCE 7-16 for structural loads, seismic restraint, and uplift resistance.
- TWIA Windstorm Certification (applicable to Freeport): Wind load calculations to at least 140–150 mph (per Exposure Category D), with stamped engineering drawings and field inspections for eligibility under Texas Windstorm Insurance Association policies.
- **Reinforcement Details:** A 4" slab, typically enhanced with #5 rebar at 12" OC EW and fiber-mesh additive, is cast on a 6" crushed stone subbase with integrated conduit stub-outs for both line and control cables.

- **Vibration Isolation:** Generator mounting includes neoprene isolators or spring-type vibration dampers to protect structural integrity and reduce harmonic transfer to adjacent structures.

Gas Infrastructure and Mechanical Coordination

The fuel supply, whether natural gas (preferred for municipal resiliency) or diesel, must be engineered to ensure uninterrupted runtime and regulatory conformity.

For natural gas installations:

- **Gas Load Calculation:** The 350 kW unit (typically requiring ~8,000–12,000 SCFH at full load) is modeled based on BTU/hr demand curves provided by OEM specs. Line sizing adheres to IFGC Table 402.4 (Gas Pipe Sizing) and pressure drop limitations are validated under both low- and high-pressure scenarios.
- **Gas Metering and Regulation:** Interface with CenterPoint Energy for the installation of a dedicated commercial-grade gas meter, including secondary regulators for 2–5 psig systems. We ensure appliance regulators are lock-up type and fail-safe compliant.
- **Seismic and Corrosion Control:** Gas piping is protected with dielectric unions, seismic bracing, and polyethylene sleeving at all concrete penetrations. Horizontal runs are anchored per MSS SP-58 guidelines.

If diesel-fueled, METCO designs UL-142 double-wall day tanks with venting per NFPA 30 and spill containment provisions, along with overfill protection and annual tank integrity testing.

Electrical Distribution and Utility Interconnection

Freeport Riverplace's existing electrical infrastructure must be modified to integrate the generator with minimal service disruption. METCO's field survey and arc flash analysis determine the point of connection typically between the main switchboard and the ATS.

- **One-Line Diagram Engineering:** We develop stamped engineered drawings showing generator output breakers, conductor sizing (XHHW or THWN-2), fault current withstand ratings, and upstream/downstream coordination.
- **Selective Coordination Study:** Ensures that short-circuit faults do not propagate, by using time-current curves and breaker settings that isolate only the faulted zone. All components are evaluated for compliance with NEC 240.87 (Arc Energy Reduction) and OSHA 1910 Subpart S.
- **Neutral Grounding:** We design proper neutral-ground bonds (solid or resistance-grounded) with attention to parallel paths, particularly in 4-pole transfer switch applications to prevent circulating currents.
- **Grounding and Bonding:** The generator grounding electrode system (GES) is designed per NEC 250, typically consisting of driven rods or ground rings with ≤ 5 ohm impedance, tested and recorded during commissioning.

Site Security and Physical Protection

The RFP requires security fencing with bollards for vehicular impact protection. METCO's civil team designs:

- Perimeter Fencing: 8' chain link with privacy slats or anti-climb mesh, using Schedule 40 posts set in concrete footings, compliant with ASTM F567. Gate access includes heavy-duty padlocks and tamper-resistant hinges.
- Traffic Bollards: 6" diameter steel bollards, spaced 4' on center in high-traffic zones, embedded to a depth of 3'-6" in 3,000 psi concrete with dome caps and high-visibility paint or powder coating.

Commissioning, Load Testing, and Documentation

All generator installations by METCO are subject to rigorous commissioning protocols, including:

- Factory and Site Acceptance Testing (FAT/SAT) per NETA ATS standards.
- Load Bank Testing: Resistive and reactive load testing up to 100% rated kW for ≥ 2 hours, verifying voltage regulation, frequency stability, and thermographic scanning of all terminals under load.
- ATS Simulation Testing: Manual and automatic transfer tests with real-time utility disconnects to ensure load transfer, retransfer timing, and load-shed sequencing are within spec.
- Control Systems Configuration: Integration with SCADA/BAS if applicable, including Modbus TCP/IP or BACnet communications for real-time status and remote alarming.
- As-Built Documentation: Issuance of signed one-line diagrams, operation & maintenance (O&M) manuals, commissioning logs, warranty certificates, and TDEM-compliant project closeout packages.

The installation of a 350 kW generator with ATS at Freeport Riverplace represents a critical investment in the City's operational resilience. With extensive experience in generator deployments across Texas municipal facilities, METCO Engineering, Inc. applies a technically rigorous, standards-compliant, and performance-driven approach. Our depth of knowledge spanning electrical design, gas infrastructure, structural resilience, code adherence, and grant-funded project delivery ensures a turnkey solution that meets and exceeds the expectations outlined in the City of Freeport's RFP.

CRITERIA II. EXPERIENCE WITH TDEM/HMGP GRANT COMPLIANCE

Implementing critical infrastructure projects funded by the Texas Division of Emergency Management (TDEM) through the Hazard Mitigation Grant Program (HMGP) requires a comprehensive understanding of federal and state compliance protocols, financial tracking systems, environmental documentation, and procurement procedures. METCO Engineering, Inc. has a proven track record in delivering FEMA/TDEM-funded energy resilience and emergency power projects across Texas, meeting all technical and administrative standards associated with 44 CFR, 2 CFR Part 200 (Uniform Guidance), and FEMA Policy 206-21-0002 for hazard mitigation assistance.

Familiarity with Grant Lifecycle and Milestone Coordination

Our project teams are deeply familiar with the full lifecycle of TDEM-administered HMGP awards from application development and Benefit-Cost Analysis (BCA) justification to Environmental and Historic Preservation (EHP) compliance, construction milestones, and final project closeout. METCO maintains internal controls and reporting mechanisms that align with FEMA's Program Management and Grant Oversight (PMGO) guidelines. During project execution, we utilize tools such as Schedule of Values (SOVs), critical path method (CPM) scheduling, and task-based Earned Value Management (EVM) to ensure transparency and traceability of all activities relative to the grant timeline and performance benchmarks.

We coordinate closely with sub-recipients and the TDEM project officer to track performance milestones using FEMA's GO system, ensuring that quarterly progress reports (QPRs), Requests for Reimbursement (RFRs), and site monitoring documentation are submitted in accordance with grant conditions. Each submittal includes detailed tracking of eligible costs, match requirements, and supporting evidence such as certified payrolls, material receipts, and site photographs. Any project scope modification is formally initiated via the Scope Change Request process and documented with revised budgets and environmental impact statements, if required.

Environmental and Historic Preservation (EHP) Documentation

All generator projects under HMGP funding require rigorous compliance with EHP policies to ensure minimal adverse impact on cultural, environmental, and historical resources. METCO engineers and grant compliance specialists collaborate with state and federal agencies to conduct environmental assessments (EAs), and where required, develop categorical exclusion (CATEX) documentation supported by GIS mapping, species impact reports, floodplain maps, and public notice dissemination.

For generator placements such as the one proposed at Freeport Riverplace, METCO ensures all slab and infrastructure work is outside the 100-year floodplain and, if not, complies with FEMA's Executive Order 11988 guidance. We also confirm that fuel storage systems meet secondary containment regulations and are located in compliance with State Implementation Plans (SIPs) under the Clean Air Act. SHPO (State Historic Preservation Office) coordination is undertaken to ensure no historical structures or archeological zones are adversely affected by excavation, trenching, or utility modifications.

Procurement and Davis-Bacon Act Compliance

TDEM/HMGP projects must be procured in accordance with 2 CFR 200.318–326, requiring full adherence to open, competitive, and transparent procurement practices. METCO supports public entities in developing FEMA-compliant Requests for Proposals (RFPs), scoring matrices, and contractor selection protocols that withstand audit scrutiny. We ensure proper inclusion of federal contract provisions such as equal opportunity clauses, Byrd Anti-Lobbying Amendments, and debarment certifications.

All subcontractors and vendors are managed in accordance with Davis-Bacon and Related Acts (DBRA), requiring prevailing wage verification, certified payroll submissions, and labor standards interviews. Our compliance team ensures contractor wage decisions (WDs) from the U.S. Department of Labor are incorporated into bid packages and that weekly payroll submissions are verified against employee classifications, fringe benefits, and hours worked.

Financial Management and Cost Tracking Systems

Successful administration of HMGP grants depends on accurate, auditable financial tracking of all expenditures. METCO utilizes a layered cost accounting system that assigns unique budget object codes to each cost category (materials, labor, equipment rental, subcontractor, indirect overhead) and links expenditures to FEMA's allowable and non-allowable cost criteria. We integrate these systems to generate reports that are fully reconciled with FEMA Form 90-91 and SF-425 Federal Financial Reports.

We also provide documentation that supports local match requirements, in-kind contributions, and insurance offsets as part of the grant funding equation. When requested, we assist municipalities with Single Audit Act compliance by preparing documentation packages that include time and effort reports, general ledgers, invoice receipts, payment authorization records, and bank statements for FEMA/TDEM audit review.

Project Closeout and Documentation Retention

Final project reconciliation and closeout under TDEM/HMGP requires meticulous documentation retention for a minimum of three years post-award closeout. METCO delivers all project closeout materials including as-built drawings, commissioning reports, warranty documentation, and photographic evidence of completed work in formats consistent with FEMA's audit guidance. We conduct internal compliance reviews and third-party quality assurance inspections to validate that all work was completed to the scope and performance criteria established in the grant award documentation.

We also support municipalities in drafting closeout narratives and submitting final performance reports that quantify achieved mitigation outcomes, power continuity improvements, and long-term risk reduction. These narratives are supported by quantitative performance metrics, such as annual generator runtime hours, transfer response times, and reductions in downtime during utility failures.

METCO Engineering, Inc. brings over two decades of specialized experience navigating the technical and administrative demands of FEMA-backed generator installations across Texas. For the City of Freeport, our team is fully equipped to manage every aspect of TDEM/HMGP compliance from environmental documentation to commissioning, reimbursement tracking, and post-completion audit readiness.

CRITERIA III. PROJECT MANAGEMENT CAPABILITY

Successful delivery of the Riverplace Generator Installation project for the City of Freeport requires a project management structure that ensures regulatory compliance, technical precision, construction oversight, schedule fidelity, and budget control. METCO Engineering, Inc. employs a proven project management methodology in alignment with the Project Management Institute's (PMI) PMBOK® Guide, reinforced by real-world experience managing FEMA- and TDEM-funded infrastructure projects across Texas. The following outlines our capabilities across all key project management domains.

Project Planning and Scope Control

At project initiation, our team will develop a comprehensive Project Management Plan (PMP) that delineates scope, identifies all deliverables, and integrates task sequencing through a Work Breakdown Structure (WBS). Scope control mechanisms will be established to ensure all contract requirements such as prepping of the concrete pad, installation of the 350 kW outdoor generator with weatherproof enclosure, ATS configuration, gas piping integration, and installation of security fencing and bollards are met in accordance with project specifications and local codes.

Our scope control procedures involve baseline documentation, variance tracking, and integrated change control processes, which are particularly essential in publicly funded projects to prevent scope creep and to maintain eligibility of reimbursable activities under 2 CFR § 200.403.

Schedule Management

The project schedule will be developed using Critical Path Methodology (CPM) within a MS Project environment, mapping all major construction and installation milestones site preparation, slab curing, electrical/gas rough-in, generator delivery, transfer switch testing, commissioning, and final inspection. Float calculations and path dependencies will be used to evaluate timeline sensitivity and identify risks of delay.

Time management includes not just planning, but real-time monitoring of schedule performance through Earned Value Management (EVM) metrics such as Schedule Performance Index (SPI). This allows proactive adjustment of sequencing, work crew allocation, or procurement lead times to maintain schedule integrity. We also coordinate closely with utility providers for timely gas connections and electrical utility coordination.

Cost Management and Grant Budget Alignment

Cost planning is executed in strict compliance with 2 CFR Part 200 Subpart E, ensuring accurate labor, materials, subcontractor, and equipment estimates. We utilize parametric and bottom-up estimation models for bid submission, followed by real-time cost control through cost-loaded schedules and project accounting.

Throughout the project, our Certified Government Financial Managers (CGFM) and project accountants maintain full grant alignment, ensuring that all expenditures remain within the approved budget and meet the allowability standards set forth by the TDEM Mitigation Division and FEMA HMA Unified Guidance. Our cost tracking systems are designed to flag cost variances early and support reimbursement documentation in the FEMA Grants Portal, fully audit-ready for post-award closeout under 2 CFR § 200.344.

Quality Assurance and Construction Oversight

Our Construction Quality Management Plan (CQMP) is modeled on U.S. Army Corps of Engineers standards and includes Material Submittal Logs, Inspection Test Plans (ITPs), and pre-pour, pre-backfill, and pre-commissioning inspections. Generator installation will conform to NFPA 70 (NEC), NFPA 110, and IEEE Standard 446, ensuring critical power infrastructure reliability.

Field QA personnel verify foundation compaction, slab rebar spacing, anchor bolt placement, and that generator and ATS enclosures meet NEMA 3R/4X standards for weather resistance. Our team certifies that all equipment including the 350 kW generator is factory-tested and site-tested in accordance with manufacturer requirements and commissioning protocols under NFPA 110 Chapter 7.

Risk Management

We employ a formal risk identification and mitigation framework that includes risk registers, probability-impact matrices, and contingency planning. For a project involving generator installation at a critical facility like Riverplace, key risks include:

- Supply chain disruption for the generator unit
- Inclement weather delaying slab curing or utility trenching
- Conflicts with existing underground utilities
- Safety compliance during fuel and gas pipe integration
- Coordination delays with CenterPoint Energy or relevant utility

Each risk is tracked in our Risk Management Plan (RMP), and mitigation actions are assigned and reviewed in weekly progress meetings.

Stakeholder Communication and Coordination

We designate a dedicated Project Manager (PM) who serves as the single point of contact for City of Freeport staff, contractors, utility representatives, and TDEM personnel. All communication is managed through structured meetings, weekly status reports, RFI logs, and submittal logs.

During construction, our field superintendent maintains daily reports and coordinates safety briefings, permitting status, traffic control, and site access logistics. We also liaise directly with TDEM mitigation officers to ensure ongoing grant compliance, quarterly performance reports, and change request justifications meet TAC Title 37, Part 1, Chapter 7 and FEMA's Program Administration by States (PAS) delegation policies under 44 CFR § 206.437.

Safety and OSHA Compliance

All field work complies with OSHA 29 CFR 1926, especially as it pertains to trenching (Subpart P), electrical safety (Subpart K), and fall protection (Subpart M). Job Hazard Analyses (JHAs) are performed daily and reviewed in tailgate meetings. For natural gas piping and generator wiring, Lockout/Tagout procedures conform to 29 CFR § 1910.147, with all confined space and energized work activities requiring written permits and safety watch.

METCO's Experience Modification Rate (EMR: 0.60) remains below 1.0 over the past five years, reflecting our proactive safety culture and investment in continuous safety training.

Commissioning, Closeout, and Warranty Management

Once installation is complete, the generator system will be commissioned per NFPA 110 and the automatic transfer switch (ATS) tested for functional response and load simulation. A load bank test will be performed and documented. Final as-built drawings, OEM documentation, operations manuals, and training materials are submitted at closeout in both digital and hard-copy form.

The project will undergo a final inspection by the City and any Authority Having Jurisdiction (AHJ). Final payment application and grant closeout documentation will be submitted to TDEM in accordance with 2 CFR § 200.344. Warranty terms are managed through our field service division, which also supports preventive maintenance programs if elected by the City.

CRITERIA IV. STAFF QUALIFICATIONS AND FIRM CREDENTIALS

1. Contact Information (Principal with Signing Authority):

Garet McInroe
(COO/ Senior Project Manager)
METCO Engineering, Inc.
11120 Petal St. #B300, Dallas, TX 75238
Email: garet@metcoengineering.com
Tel.: (214)334-3724

2. Staff Qualifications

The successful implementation of the City of Freeport's Riverplace Generator Project requires a multidisciplinary project team with verified credentials, technical licensure, field experience, and proven knowledge of public infrastructure and FEMA/TDEM-funded mitigation projects. METCO Engineering, Inc. has assembled a project-specific team composed of professional engineers, project managers, superintendents, and compliance personnel all with extensive qualifications related to emergency generator system design, installation, and commissioning for critical government facilities in Texas.

At METCO Engineering, we pride ourselves on the strength and expertise of our team. Each member brings a wealth of experience and a commitment to excellence in rooftop solar installation. Below, we outline the qualifications and strengths of our team members and organization.

Barry Bagheri – CEO

- Mr. Bagheri is a registered Professional Engineer with over 30 years of experience in United States as well as England and Europe in Electrical, Mechanical and HVAC Systems Control Engineering. He has specialized in design and build of Control Systems, Building Automation Systems, Energy Management and Power Distribution for public and private facilities, such as municipal buildings, schools, universities, and hospitals. Mr. Bagheri has an outstanding background with demonstrated success applying Control Theory and Instrumentation and Advance Technology Design in Diverse Industrial Environments. As METCO's lead engineer, Mr. Bagheri mentors and guides the staff to assure total quality of all engineering and construction efforts.

Cliff Braddock – Design Manager

- Mr. Braddock's extensive experience in the energy and HVAC industry is unmatched by others. Mr. Braddock is a Certified Energy Manager, LEED Accredited Professional, and a AHRAE Lifetime Member. He brings deep experience and knowledge of both sides of the meter. For electric and gas utilities, Cliff launched Austin Energy's multi-million dollar district energy business comprised of multiple onsite cooling and CHP systems that supply energy to over 20 MSF of buildings and \$20M+ annual revenue. Mr. Braddock continues to develop large scale innovative projects delivering guaranteed energy savings for customers seeking a resilient and sustainable clean energy future. Mr. Braddock has the vision and hands on experience to transform

customers into world class energy efficient operators. He has the right balance of technical know how and financial prowess to deliver successful results across all customer classes. Cliff leads METCO's business development team in assessing opportunities for our customers as they seek pathways to a clean, sustainable and reliable energy future.

Garet McInroe – COO/Senior Project Manager

- Mr. McInroe has a bachelor's degree in Construction Science and is a Certified Energy Manager (CEM), Construction Manager Building Information Modeler (CM-BIM), NABCEP Certified PV Solar Installation Professional and a Project Management Institute (PMI) Project Management Professional (PMP). Garet has over 25 years of experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. With a unique skill set and emphasis on efficiency and technology, Garet has the expansive knowledge to provide the service needed for a successful project. Garet has managed over \$100 million in Energy Service contracts all of which include Solar scopes.

Kevin Seok – Program Manager

- Mr. Seok brings a unique blend of military discipline and extensive experience in the solar industry to our team. As a Korean Military Veteran, Kevin's background instills a sense of leadership, resilience, and dedication to excellence in all endeavors. With over 10 years of experience in both commercial and residential solar installations, Kevin has established himself as a seasoned professional in the field. His expertise encompasses a wide range of projects, from small-scale residential installations to large solar farms in Korea. Kevin holds nationally recognized certifications, including the NABCEP PV Installation Professional certification and PV System Inspector certification, demonstrating his commitment to maintaining the highest standards of quality and safety. Additionally, he is a master electrician, further enhancing his credentials and expertise in electrical systems. Throughout his career, Kevin has successfully completed over 20 megawatts of commercial PV solar installations, solidifying his reputation as a subject matter expert in the solar field. His track record of delivering exceptional results and his in-depth knowledge make him an invaluable asset to our organization.

Brian Hogan – Project Manager

- Brian has been an integral part of the industry since 2011, bringing a fresh perspective and innovative approach to our team. With over 20 years of B2B experience, Brian possesses a deep understanding of business dynamics and client relations, which he seamlessly integrates into our rooftop solar projects. Brian has played a crucial role in the successful completion of numerous commercial solar projects, leveraging his extensive B2B experience to forge strong partnerships and drive project success.

Bill Loulousis – Master Electrician

- Bill has been with GLN for over 10 years. Bill handles installing or repairing electrical systems. Drawing up plans, applying for permits, laying wire and participating in inspections, as well as keeping OSHA safety best practices and guidelines. Bill was the master electrician on multiple GLN projects to include: Graham Packaging: GLN upgraded all fixtures across 19 sites in US and

Mexico for Graham Packaging. GLN managed all aspects of the projects and continues to advise Graham on future lighting opportunities. Nestle Waters: GLN installed fully intelligent Lighting fixtures across all sites in the US and Canada . GLN managed all aspects of the install to include energy audit, design, install, project management and rebate procurement.

John Pettinelli – Project Foreman

- Over 20 years with the US Marine Corps, John continued his career in construction project management. John plans and executes multiple complex projects, overseeing budgets, resources, safety, in both public and private facilities. John has hands on as well as management experience with the conception and implementation of multiple types of projects including developing project scope, selections of designers and subcontractors, plus the development and monitoring of project schedules and budgets. Energy management and operations has been a major component with all of his career assignments.

Josh Cannon – Project Assistant Foreman

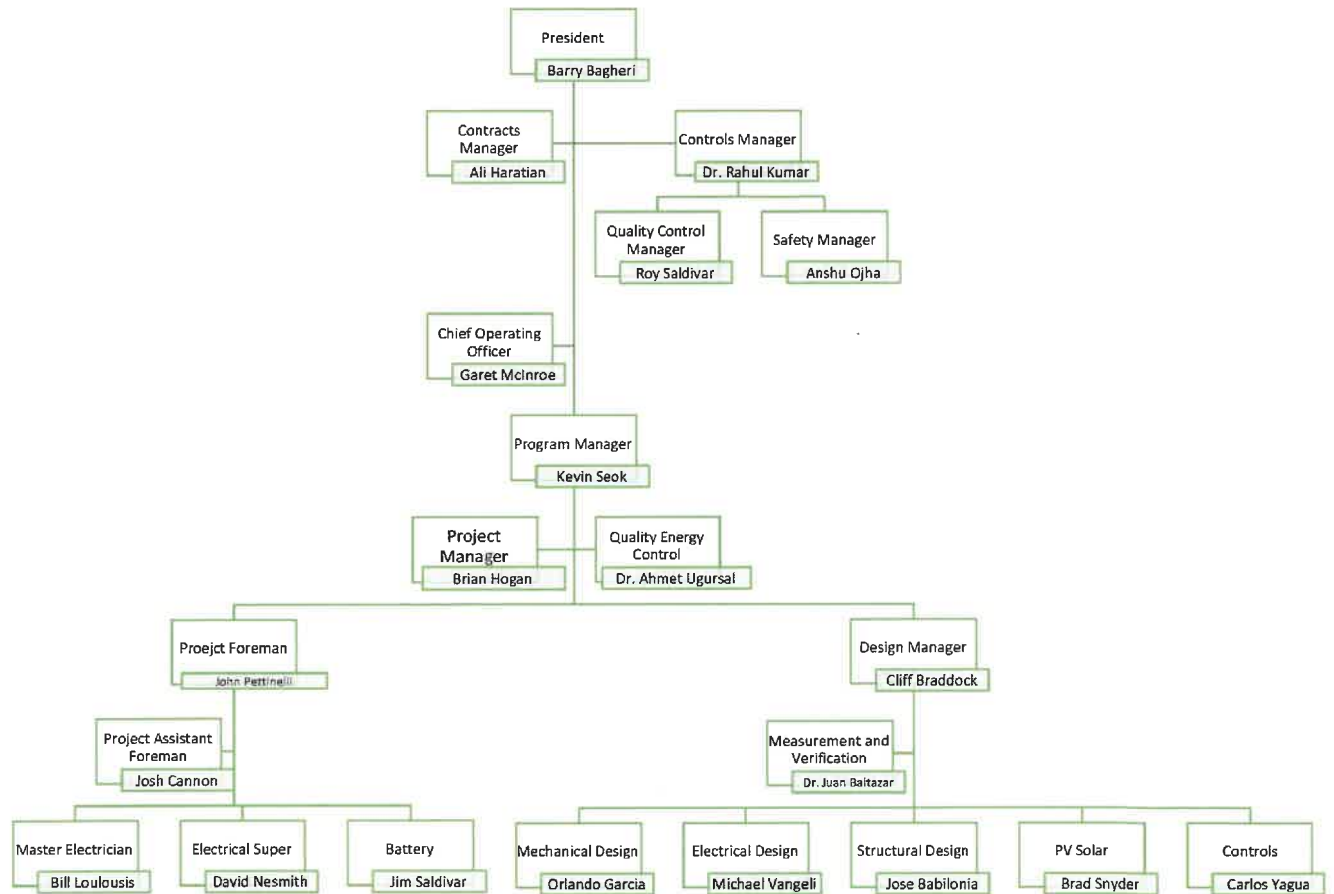
- Josh Cannon began his career in the solar industry in 2014, marking the start of his journey in the field. With a clear problem-solving mindset and a commitment to excellence, Josh has proven to be a valuable member of our team. Throughout his tenure in the solar industry, Josh has demonstrated his ability to lead projects to successful completion. His proactive approach to problem-solving and attention to detail have contributed to the smooth execution of various projects. Josh has played a significant role in several major megawatt projects across Texas and Louisiana, showcasing his versatility and expertise in managing complex installations.

Outside Operation Team

- At METCO Engineering, we prioritize safety, expertise, and professionalism in all aspects of our operations. That's why we exclusively employ licensed electricians for our outside operation team members. Whether it's handling a ladder or terminating wires, every task related to electrical projects requires the skill and knowledge of a qualified electrician.

Licensed Electricians

- Our team consists solely of licensed electricians who have undergone rigorous training and testing to obtain their credentials. This ensures that every member of our team is equipped to handle electrical tasks safely and efficiently.



Staff Qualifications

PE	Professional Engineers (Electrical & Mechanical)
CEM	Certified Energy Manager
CSE	Controls System Engineers
CDSM	Certified Demand Side Manager
LEED AP	Leadership in Energy and Environmental Design
PMP	Project Management Professional
CM-BIM	Construction Manager Building Information Manager
PCC®	Professional in Continuous Commissioning®

Barry Bagheri (P.E, CSE, ELE)



CEO

METCO Engineering, Inc.
Associated since 2004

CONTACT

barry@metcoengineering.com

PROFILE

With over three decades of expertise across the United States, England, and Europe, Mr. Bagheri is a seasoned Professional Engineer specializing in Electrical, Mechanical, and HVAC Systems Control Engineering. His proficiency extends to designing and constructing Control Systems, Building Automation Systems, Energy Management, and Power Distribution for diverse facilities, including municipal buildings, schools, universities, and hospitals.

As METCO's lead engineer, Mr. Bagheri excels in applying Control Theory and Advanced Technology Design in various industrial environments, ensuring top-tier quality in engineering and construction efforts while guiding and mentoring the METCO staff.

SKILLS / AFFILIATIONS

- Registered Professional Engineer (PE) in the State of Texas #99457
- Chartered Engineer in the United Kingdom
- Professional Affiliation: U.S. Green Building Council
- IT Renovation and System Design
- Data & Server Rooms Renovations and Design
- Solar Installation and Design
- Hydrogen Fuel Cells Installations and Design
- HVAC System and Control Design
- Mechanical, Electrical and Plumbing Design
- Systems and Control Design

EXPERIENCE

METCO Engineering, Inc.

34 Years of Experience in Electrical, Mechanical, and HVAC Systems Control Engineering

EDUCATION

- **MS in Measurements & Control:** Institute of Royal Charter, England
- **BS in Engineering Systems & Control:** University of England, England
- **BS in Electrical Engineering:** Huddersfield University, England
- **BS in Technology Engineering:** Wellingborough Technical College, England

Cliff Braddock

CEM, LEED AP, Eco Districts AP



Director of Design and Business Development

METCO Engineering, Inc.
Associated since 2017

CONTACT

cliff@metcoengineering.com

PROFILE

With unparalleled experience in the energy and HVAC industry, Mr. Braddock stands out for his comprehensive understanding of both sides of the meter. Continuing to spearhead large-scale innovative projects, Mr. Braddock specializes in delivering guaranteed energy savings, contributing to a resilient and sustainable clean energy future.

SKILLS / AFFILIATIONS

- ROI Analysis/Proformas
- Innovative Energy Solutions
- Green Sustainable Design
- Long-Term Strategic Planning and Implementation
- Electrical and Mechanical Engineering
- Energy Services Agreements
- Utility Policy and Regulations
- Project Development and Implementation
- HVAC and Microgrid design
- Central Plant Operations

As the leader of METCO's business development team, Cliff Braddock guides assessments of opportunities for customers, aligning their goals with pathways to a clean, sustainable, and reliable energy future.

Mr. Braddock is a Certified Energy Manager, LEED Accredited Professional, and an ASHRAE Lifetime Member. He brings deep experience and knowledge of both sides of the meter. For electric and gas utilities, Cliff launched Austin Energy's multi-million-dollar district energy business comprised of multiple onsite cooling and CHP systems that supply energy to over 20 MSF of buildings and \$20M+ annual revenue. Mr. Braddock continues to develop large scale innovative projects delivering guaranteed energy savings for customers seeking a resilient and sustainable clean energy future. Mr. Braddock has the vision and hands-on experience to transform customers into world-class energy-efficient operators. He has the right balance of technical know-how and financial prowess to deliver successful results across all customer classes. Cliff leads METCO's business development team in assessing opportunities for our customers as they seek pathways to a clean, sustainable and reliable energy future.

EDUCATION

- **Master of Business Administration:** Louisiana State University, Louisiana, USA
- **BS in Electrical Engineering:** Louisiana Tech University, Louisiana, USA

EXPERIENCE

34 Years of Experience in Energy and HVAC Industry.

- Successfully launched Austin Energy's district energy business, a multi-million-dollar initiative encompassing onsite cooling and CHP systems, generating over \$20M in annual revenue for over 20 million square feet of buildings.
- Transformed customers into world-class, energy-efficient operators, striking the right balance between technical expertise and financial acumen.
- Past President and all chairs of the American Society of Air Conditioning and Refrigeration Engineers (ASHRAE)
- Past Regional Vice President of the Association of Energy Engineers and Austin-San Antonio Chapter
- Board Member and Committee Chair of U.S. Green Building Council (Texas Chapter)
- Board Member National Association of Energy Service Companies
- Past Board Member and multiple Committee Chairs International District Energy Association/Austin Disaster Recovery Network
- Lakeway Church Bldg Committee & Sunday School Teacher



Garet McInroe

CEM, PMP, CM-BIM

COO/Senior Program Manager

METCO Engineering, Inc.
Associated since 2016

CONTACT

garet@metcoengineering.com

SKILLS / AFFILIATIONS

- Association of Energy Engineers: CEM (Certified Energy manager)
- Associated General Contractors of America: CM-BIM (Building Information Modeling)
- Autodesk Revit Certified Professional (Building Information Modeling)
- Autodesk Revit MEP 2015 Certification
- Autodesk Revit Architecture 2011 Certification
- Autodesk Revit Architecture 2012 Certification
- Microsoft Certified Professional: Excel, PowerPoint, Word and Outlook

EDUCATION

- **BS in Construction Science (School of Architecture):**
University of Oklahoma, Oklahoma, USA

PROFILE

With certifications in Energy Management, Project Management, Microsoft Office, and Autodesk Revit, Mr. McInroe combines a robust educational foundation with over two decades of practical experience.

Noteworthy for his unique skill set and a dedicated emphasis on efficiency and technology, Garet McInroe possesses extensive knowledge tailored to meet the diverse needs of successful project execution. His expertise spans a broad spectrum, making him an invaluable resource for projects aiming for excellence and innovation.

EXPERIENCE

2020-Till Date

Senior Program Manager (Solar): *Sunsprint Engineering*

2016-Till Date

COO/Senior Program Manager: *METCO Engineering Inc.*

2012-2015

Project Manager: *SGI Construction Management (SGI)*

2009-2012

Consultant: *Rotech Consulting*

2006-2009

Project Engineer: *Consolidated Contracting Services*

20 Years of Experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. Some of the notable projects is:

- TAMU ESL ESPC 01 and ESPC 02
- Gordon Swift Project
- UNT JOC (Job Order Contract)
- Eastfield College Chemistry Lab
- Alief Bissonnet-HVAC Replace
- Irving ISD JOC
- Jack Evans Card Access
- Henry Wade VAVs Replacement
- George Allen AHU02 and Hall of State Chiller Replacement
- Children Aquarium at Fair Park
- Cook Chill Flooring



Orlando Garcia (P.E.)

Mechanical Design

METCO Engineering, Inc.
Associated since 2019

CONTACT

SKILLS

- Problem Solving all HVAC issues
- Strong understanding of Energy
- Existing building BAS programming and recalibration
- All "Office" programs
- Programming Database with Access

EDUCATION

BS in Mechanical Engineering
Texas A&M Kingsville

AWARD

- Obtained my P.E. by examination May 2002
- Became LEED AP in 2006

PROFILE

Mr. Garcia has a Bachelor's degree in Mechanical Engineering. Garcia has over 28 years of work experience including energy optimization and HVAC:

As account manager for commercial and industrial customers he performed energy and rate analysis. As an MEP engineer created mechanical designs for HEB throughout Texas/Created energy simulations utilizing the Carrier HAP program: Hospital and Healthcare.

Orlando performed duties of engineer, estimator, project manager while meeting the responsibilities of salesman for HVAC Projects. He carried the Engineering License for the company. Performed duties to get customers recognized as Energy Star sites by the DOE under his engineering license.

As a vital part of the METCO team, he guides customers to become energy efficient and resilient by combining many years of field experience with the implementation of Energy Star programs with a unique skill set. Garcia has the expansive knowledge to provide the service needed for a successful project.

EXPERIENCE

- Leads field information gathering team and developed programs to analyze energy use and energy optimization for Houston Community College, Houston Airport System, City of Houston.
- 17 years with a leading Mechanical Service contractor in Houston
- Design/Build Engineer for HVAC, Process Cooling and Energy optimization for customers list that includes:
Goodyear, Total, Oxy Chem, Shell Refining Dreyer's Ice Cream
- Extensive knowledge of BAS and programming and troubleshooting troubled buildings
- 8 Years of Energy, HVAC and Controls experience solving issues for industrial and commercial customers while performing duties and Electricity Utility Companies and MEP Design Engineers

3. Firm Capabilities

METCO Engineering Inc. is a full-service energy engineering, design-build, and infrastructure modernization firm with a proven track record of delivering high-performance projects across the public and private sectors. Headquartered in Dallas, Texas, METCO is a Department of Energy (DOE)-Qualified Energy Services Company (ESCO) that specializes in comprehensive energy and infrastructure solutions, including mechanical, electrical, and plumbing (MEP) design, HVAC system replacement, energy efficiency retrofits, distributed generation, microgrids, and building automation systems.

Founded in 2004 and headquartered in Dallas, Texas, METCO Engineering, Inc. is a premier engineering and construction services firm specializing in MEP (Mechanical, Electrical, and Plumbing) design, installation, and energy efficiency solutions. Since its inception, METCO has built a reputation for providing innovative engineering solutions and delivering turnkey projects, particularly in the fields of energy efficiency, renewable energy, and sustainability. Over the years, METCO Engineering has expanded its service offerings to include a full range of Energy Performance Contracting (EPC) services, making the company one of the leading providers of comprehensive energy solutions for both public and private sectors.

METCO's team of seasoned engineers, project managers, and technicians possesses extensive experience in the design, implementation, and management of complex engineering projects. The company's expertise spans energy audits, energy-efficient retrofits, solar photovoltaic (PV) installations, HVAC system upgrades, electrical system upgrades, and more. With a strong track record of successful projects across Texas, METCO has become a trusted partner for government agencies, municipalities, school districts, and commercial businesses looking to reduce energy costs and enhance building performance.

In 2014, METCO Engineering made a strategic decision to broaden its focus and became a leading EPC contractor, providing not only engineering design but also installation, commissioning, and long-term operations and maintenance (O&M) services. This transition enabled the company to deliver holistic solutions that encompass all phases of the project life cycle, from design and procurement to construction and ongoing maintenance, ensuring that clients receive the highest quality solutions at every stage.

Mechanical, Electrical & Plumbing (MEP) Engineering and Design-Build Services

METCO provides end-to-end MEP services, from conceptual design and construction documentation to installation and commissioning. The firm's engineers are licensed in multiple states and possess deep expertise in:

- High-efficiency mechanical system design
- Central plant upgrades
- High-voltage and low-voltage electrical distribution
- Domestic water, sanitary, storm, and gas plumbing systems

All MEP systems are engineered for lifecycle performance, code compliance, energy optimization, and future scalability. METCO employs Building Information Modeling (BIM) and 3D scanning to coordinate MEP systems in dense retrofit environments and eliminate field conflicts during construction.

HVAC System Replacement and Modernization

One of METCO's core competencies is the replacement and modernization of HVAC systems in institutional, commercial, and industrial facilities. The firm specializes in:

- Rooftop unit (RTU) replacement
- Variable refrigerant flow (VRF) systems
- Chillers, boilers, and air handling units (AHUs)
- Demand-controlled ventilation (DCV) and energy recovery ventilation (ERV)
- Integration with Building Automation Systems (BAS)

METCO evaluates existing systems, performs thermal load calculations, and designs replacement solutions that improve energy efficiency, indoor air quality (IAQ), and occupant comfort. All HVAC replacements are carefully coordinated with structural, electrical, and control systems, and include comprehensive commissioning, factory startup, and warranty management.

Building Automation and Controls Integration

METCO excels in designing and integrating Building Automation Systems (BAS), with deep experience in different platforms. Control strategies are tailored to facility-specific performance goals and include:

- Zonal temperature control
- Real-time energy analytics
- Predictive maintenance alerts
- Integration with lighting, access control, and fire/life safety systems

By combining smart sensors, edge computing, and cloud-based analytics, METCO enables dynamic building operation that responds to occupancy, ambient conditions, and utility pricing in real time.

Energy Efficiency and Retro-Commissioning

As a certified ESCO, METCO specializes in Energy Savings Performance Contracts (ESPCs), enabling clients to finance infrastructure upgrades through guaranteed energy savings. The firm performs:

- ASHRAE Level I, II, and III energy audits
- Building envelope testing and infrared diagnostics
- Retro-commissioning of existing system
- Measurement and verification (M&V) in compliance with IPMVP standards

METCO helps clients reduce operational expenses, lower greenhouse gas emissions, and meet carbon reduction goals while enhancing facility resilience and reliability.

Renewable Energy and Distributed Generation

METCO is a leader in integrating behind-the-meter renewable energy systems, including:

- Solar photovoltaic (PV) systems (rooftop, carport, and ground-mounted)
- Battery energy storage systems (BESS)
- Microturbines and combined heat and power (CHP) systems
- Backup and prime generators (natural gas and propane)

With in-house capabilities to design, permit, interconnect, and monitor distributed generation systems, METCO enables facilities to become more self-reliant, lower peak demand charges, and maintain critical operations during grid outages.

Microgrid and Resiliency Services

Recognizing the importance of energy resilience, METCO offers turnkey microgrid development for critical infrastructure such as hospitals, campuses, and municipal buildings. These microgrids integrate solar, batteries, generators, and smart controls to operate in both grid-tied and island modes. Services include:

- Feasibility studies and resilience audits
- Energy resource modeling and financial analysis
- Interconnection applications and regulatory compliance
- Controls programming for seamless islanding and load shedding

METCO's microgrid solutions are designed to help clients withstand weather disruptions, cyber threats, and energy market volatility.

Construction Management and Field Execution

METCO brings substantial field execution capability through its experienced project management team and a reliable network of prequalified subcontractors. The firm manages all aspects of construction, including:

- Site mobilization, demolition, and equipment installation
- Mechanical, electrical, plumbing, and control system integration
- Code compliance inspections and permit coordination
- QA/QC, punch-list completion, and closeout documentation

Projects are tracked using digital construction management platforms that provide real-time visibility into schedules, costs, submittals, RFIs, and safety compliance.

Commissioning and Post-Installation Support

All projects include rigorous commissioning processes aligned with ASHRAE Guideline 0 and the ACG/BCxA standards. METCO also provides:

- Factory startup and sensor calibration
- Functional performance testing
- Owner training and O&M manuals
- Warranty tracking and preventive maintenance plans

Post-installation support includes performance monitoring, energy analytics, and long-term maintenance agreements tailored to client needs.

Permitting, Compliance, and Documentation Management

METCO assumes full responsibility for permitting and regulatory compliance. Services include:

- Coordination with local Authorities Having Jurisdiction (AHJs)

- Submission of stamped drawings, cut sheets, and calculations
- Fire marshal approvals, structural certifications, and TDLR compliance
- Closeout packages including as-builts, warranties, and test reports

The firm ensures that all documentation is digitized and delivered through cloud platforms for audit readiness and ease of access.

Project Capacity and Resource Scalability

METCO has the internal capacity to deliver multiple concurrent large-scale projects, backed by:

- A multidisciplinary in-house engineering team (mechanical, electrical, energy)
- Dedicated project managers, field supervisors, and commissioning agents
- Trusted subcontractor network built over decades
- Strategic manufacturer and distributor partnerships for material procurement

Whether retrofitting a single facility or managing a district-wide modernization effort, METCO deploys the right teams and tools to ensure timely, budget-compliant, and high-performance delivery.

4. Capability for Riverplace Generator Project

METCO Engineering, Inc. possesses technical capacity, code knowledge, and regulatory compliance expertise required to execute the City of Freeport's Riverplace Generator Project with a high level of precision and accountability. Our capability to deliver this project stems from our comprehensive in-house resources, specialized engineering teams, and extensive experience with similar mission-critical infrastructure installations across Texas municipalities. The scope of work, which includes generator pad preparation, generator installation, security fencing, gas piping, and electrical modifications, falls squarely within METCO's domain of proven execution.

Expertise in Structural and Civil Works for Generator Foundations

Our firm has delivered numerous generator projects requiring structural slab design in coastal wind-load regions. In accordance with ASCE 7-16 and ACI 318-19, we calculate wind, seismic, and live loading conditions for the generator's foundation slab to ensure structural stability under Category IV essential facility classifications. For slab design, we use structural concrete mix conforming to ASTM C94 and reinforcement per ACI 318 Chapter 7, ensuring a 4-inch minimum depth as per manufacturer requirements and site conditions.

We also conduct geotechnical site analysis to determine bearing capacity, subgrade modulus, and soil stabilization needs, per IBC 2021 Chapter 18. Site drainage planning includes positive slope grading away from the slab and French drain installation if needed to comply with IBC Section 1805.4 for surface water mitigation.

Generator Installation and Power System Integration

The core of the project involves the installation of a 350 kW outdoor generator enclosed in a weatherproof housing. Our generator installation process complies with NFPA 110 (Standard for

Emergency and Standby Power Systems), particularly Chapter 7, which dictates acceptance testing, fuel system reliability, and operational readiness. The generator will be mounted on an engineered slab and secured with seismic and wind-rated anchoring per IBC Chapter 16, ensuring operational stability in adverse weather conditions.

Integration into the facility's electrical infrastructure will follow NFPA 70 (NEC) guidelines, including Article 700 for emergency systems and Article 701 for legally required standby systems, depending on the facility classification determined through coordination with the Authority Having Jurisdiction (AHJ). We employ certified electricians to manage the installation of conduits, terminations, bonding, and grounding systems as per NEC Article 250, ensuring low impedance grounding paths and fault current dissipation.

Installation of Automatic Transfer Switch and Load Segregation

The generator will be paired with an appropriately rated Automatic Transfer Switch (ATS) to ensure seamless transition between utility power and emergency generation. We install and program ATS systems compliant with UL 1008, and coordinate with upstream and downstream panels in accordance with NEC 700.5 and NEC 700.6 for ATS installation requirements, including sensing and control circuit integrity. Load segregation will be conducted based on emergency priority loads such as lighting, communications, and IT infrastructure, with branch circuit verification conducted under NEC Article 702 for optional standby loads if present.

Gas Infrastructure and Piping System Integration

Our capability includes full mechanical design and installation of gas piping per NFPA 54 (National Fuel Gas Code) and the International Fuel Gas Code (IFGC 2021). The gas line interconnection includes pressure regulation, excess flow protection, and seismic shutoff valve installation where necessary. We adhere to 49 CFR Part 192 for pipeline safety during routing, trenching, pipe laying, and connection with the local gas utility. Welded and flanged connections will be tested using hydrostatic and leak detection methods to ensure compliance with ANSI Z223.1.

Security and Protective Barriers

To protect the generator installation, we will construct a perimeter security fence using anti-climb materials and a lockable gate system in accordance with IBC 2021 Chapter 31 for fencing structures. The fencing will be installed with structural posts anchored per ICC-ES AC174 guidelines. Bollards spaced at 4-foot centers in traffic-exposed areas will be designed per ASTM F3016 to ensure impact resistance and meet vehicular collision protection requirements.

Regulatory Compliance and Grant Oversight

As this project is funded through a TDEM Mitigation Grant aligned with FEMA's Hazard Mitigation Grant Program (HMGP) under 44 CFR Part 206 Subpart N and 2 CFR Part 200, our firm ensures full regulatory compliance. This includes detailed procurement documentation, federal labor standards adherence under the Davis-Bacon Act, and audit-ready reporting. Our environmental and historic preservation documentation will conform to NEPA (42 U.S.C. 4321 et seq.), and we provide full support for the Environmental Planning and Historic Preservation (EHP) review process as required by FEMA.

Commissioning and System Acceptance

Upon installation, METCO performs comprehensive commissioning in accordance with NFPA 110 Chapter 7. This includes pre-functional testing, full-load testing with calibrated load banks, electrical insulation resistance checks per IEEE Std 43, and ATS functional tests. We document all findings and submit a final commissioning report for review by the City of Freeport, the TDEM program manager, and the AHJ. Additionally, we provide operator training, O&M manuals, and warranty documentation in accordance with the manufacturer's requirements and FEMA close-out standards.

The Riverplace Generator Project requires a multifaceted engineering approach that integrates structural design, electrical engineering, mechanical expertise, and regulatory compliance into a cohesive solution. METCO Engineering, Inc. has demonstrated capabilities across all these domains, backed by field-proven experience, professional licensure, and compliance with national codes and federal regulations. Our technical capacity ensures the successful delivery of a resilient and code-compliant emergency power system for the City of Freeport.

5. Certifications and Affiliations









USGBC
MEMBER

SILVER

METCO ENGINEERING

USGBC MEMBER SINCE 2020

Is an active member of the U.S. Green Building Council, the foremost coalition of leaders working to transform the way buildings and communities are designed, built and operated. Our vision is that buildings and communities will regenerate and sustain the health and vitality of all life within a generation.

This membership was awarded on November 16, 2020.

MAHESH RAMANUJAM
President & CEO

Affiliations/Membership



Department of Energy (DOE)



General Services Administration (GSA)



**Environmental Protection Agency
Energy Star Program**



**National Association of Energy
Service Companies**



**Texas A&M Engineering
Experiment Station
Texas A&M ESL Continuous Commissioning**



**PV Installation
Professional**



**Texas Energy Managers
Association (TEMA)**



**Educational Purchasing Cooperative of
North Texas**



PC America



**Texas Pace Industrial Ambassador
Network**



**Environmental Protection Agency CHP
Partners**



**United States Green Building
Council (USGBC)**



**American Society of Heating,
Refrigerating &
Air-Conditioning Engineers
(ASHRAEE)**



The Interlocal Purchasing System (TIPS)



Association of Engineers (AEE)

6. Case Studies

METCO Engineering Inc.

METCO
ENGINEERING

METRO Kashmere



The METRO Kashmere facility in Houston, TX, underwent a critical upgrade focused on Power Factor Correction, Continuous Commissioning, and Enterprise Controls, executed by METCO Engineering, Inc. With a project budget of \$510,253, this initiative was designed to enhance electrical efficiency, optimize system performance, and reduce long-term operational costs.

Project Objective:

The project involved the implementation of power factor correction technology to improve electrical system reliability, a continuous commissioning program to ensure sustained energy efficiency, and an advanced enterprise control system for centralized energy management. By integrating real-time monitoring, automated system adjustments, and predictive analytics, the facility achieved greater operational efficiency while minimizing energy waste.

This upgrade resulted in an estimated 30-50% improvement in overall energy performance, leading to substantial electricity cost savings while supporting METRO's sustainability goals by reducing carbon emissions. Additionally, the enhanced control and commissioning framework minimized maintenance demands, ensuring long-term system stability and improved facility operations.

CASE STUDY

Energy
Efficiency
Upgrades

PROJECT TYPE

IMPLEMENTATION
COST

\$510,253

LOCATION

5700 Eastex Fwy,
Houston, TX 77026

YEAR OF
COMPLETION

2023

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 510,253
Nature: Energy Efficiency Upgrades







www.metcoengineering.com


info@metcoengineering.com

METCO Engineering Inc.



METRO Lee P. Brown (HQ)



The METRO Lee P. Brown Headquarters in Houston, TX, underwent a comprehensive upgrade focused on Power Factor Correction, Enterprise Controls, and Continuous Commissioning, executed by METCO Engineering, Inc. With a project budget of \$541,586, this initiative was designed to enhance energy efficiency, reduce operational costs, and optimize system performance across the facility.

Project Objective:

The upgrades included the installation of power factor correction equipment to improve electrical efficiency, an advanced enterprise control system for centralized energy management, and a continuous commissioning program to ensure optimal building performance over time. By integrating real-time monitoring, automated load balancing, and predictive analytics, the facility now operates more efficiently while reducing energy waste.

This project resulted in an estimated 50-70% improvement in energy efficiency, leading to substantial cost savings on electricity and aligning with METRO's sustainability goals by reducing carbon emissions. Additionally, the enhanced control system minimized maintenance requirements, ensuring long-term operational reliability. The improved energy management framework also contributed to a more stable and efficient power infrastructure, enhancing overall building performance and occupant

CASE STUDY

Energy
Efficiency
Upgrades

PROJECT TYPE

IMPLEMENTATION COST

\$541,586

LOCATION

1900 Main St, Houston,
TX 77002

YEAR OF COMPLETION

2023



SERVICES: General Contracting and Engineering Services

Completion Date: 2023

Project Cost: \$ 541,586

Nature: Energy Efficiency Upgrades



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



THURGOOD MARSHALL RECREATION CENTER City of Dallas



Thurgood Marshall Recreation Center is set to undergo a radical makeover by the City of Dallas' Park and Recreation Department. The goal of this project was to improve the facility's infrastructure and facilities so that it continues to be a major hub for recreational and community activities.

Project Objectives:

The main goal was to update the Thurgood Marshall Recreation Center so that its equipment meets current standards and it works better. The project included improvements to social amenities like sports facilities, play areas, and meeting places to make the experience better for people of all ages.

Making sure that everyone in the community can get to things by adding features that meet accessibility standards and help people with disabilities. During the renovations, there were chances for the community to give feedback and help make sure that the new building meets the needs and wants of the people who live in the area.

SERVICES: General Contracting and Engineering Services

Initiation Date: January 9, 2020
Completion Date: August 11, 2020
Project Cost: \$477,809.00
Nature: Construction

The revitalization of Thurgood Marshall Recreation Center shows that the City of Dallas wants to give all its people access to fun places to play. This project wanted to make a lively center where people in the community can meet up to stay active, make new friends, and connect with each other.

CASE STUDY

Construction
(Renovation)

PROJECT TYPE

IMPLEMENTATION COST

\$477,809.00

LOCATION

5150 Mark Trail Way,
Dallas

YEAR OF COMPLETION

2020



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



BUILDING SERVICES DEPT. City of Dallas



With a continuous commitment to providing optimum indoor air quality and encouraging citizen well-being, the City of Dallas' Building Services Department launched a comprehensive project to clean ducts at different leisure facilities. This initiative intended to improve the cleanliness and effectiveness of ventilation systems, resulting in healthier and more pleasant conditions for leisure center consumers.

Project Objectives:

The project's main purpose was to remove accumulated dust, debris, and allergens from ducting, resulting in better indoor air quality and a healthier environment for leisure center customers. By removing duct blockages and buildup, the project aimed to optimize airflow and enhance the efficiency of heating, ventilation, and air conditioning (HVAC) systems, resulting in lower energy consumption and operating costs.

The project's goal was to reduce the risk of possible health concerns connected with poor indoor air quality by performing proactive duct cleaning, as well as to extend the lifetime of HVAC equipment.

SERVICES: General Contracting and Engineering Services

Initiation Date: September 2, 2020

Completion Date: November 4, 2020

Project Cost: \$499,766.00

Nature: Construction

The duct cleaning initiative demonstrates the City of Dallas' proactive attitude to public health and wellbeing in the neighborhood. By addressing the often-overlooked issue of indoor air quality, the Building Services Department showed their dedication to building inclusive, accessible, and appealing places for all inhabitants.

CASE STUDY

Construction
(Duct Cleaning)

PROJECT TYPE

IMPLEMENTATION
COST

\$499,766.00

LOCATION

320 E. Jeffersons Blvd,
Dallas

YEAR OF
COMPLETION
2020



City of Dallas



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

CASE STUDY

METCO Engineering Inc.



METRO Rail Operations Center



The METRO Rail Operations Center in Houston, TX, underwent a strategic upgrade focused on Power Factor Correction and Enterprise Controls, executed by METCO Engineering, Inc. With an allocated budget of \$211,916, this initiative was designed to enhance power quality, optimize load distribution, and improve overall energy management efficiency.

Project Objective:

The upgrade incorporated advanced power factor correction technology to reduce reactive power demand, enhance voltage stability, and optimize transformer utilization, leading to improved electrical distribution efficiency. Additionally, the implementation of an enterprise control system facilitated centralized energy monitoring, automated demand response, and real-time load balancing. By leveraging intelligent analytics and adaptive control algorithms, the facility achieved improved system performance, reduced strain on infrastructure, and enhanced operational resilience.

This project resulted in a projected 30-50% improvement in power utilization efficiency, significantly lowering electricity costs while aligning with METRO's sustainability goals through reduced carbon emissions. The integration of predictive diagnostics and automated controls also minimized maintenance demands, ensuring long-term system reliability and energy cost savings.

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 211,916
Nature: Energy Efficiency Upgrades



PROJECT TYPE

IMPLEMENTATION COST

\$211,916

LOCATION

**1601 W Bellfort Ave,
Houston, TX 77054**

YEAR OF COMPLETION

2023



**Sustainability
Energy**



www.metcoengineering.com



info@metcoengineering.com

CASE STUDY

METCO Engineering Inc.



HOUSTON COMMUNITY COLLEGE City of Houston



The HVAC repairs job for the Houston Community College (HCC) Alief Bissonnet Building was finished successfully by METCO Engineering Inc. The job began on July 2, 2020, and ended on November 19, 2020, within the \$1,563,349.00 limit set by job Manager James Walker. The heating, ventilation, and air conditioning (HVAC) systems across the school had to be completely remodeled as part of the work.

Project Objective:

The project included a thorough analysis of the current HVAC system, figuring out what was wrong, and making a plan for how to fix it. METCO Engineering Inc. used skilled workers and cutting-edge tools to make necessary fixes that made sure HVAC systems worked perfectly and efficiently. The fixes fixed several problems, including broken equipment, inefficient air distribution, and problems with the temperature control. Because we were careful and paid attention to every detail, the adjustments were done on time with little impact on school life. After the project was finished, a lot of testing and finishing was done to make sure the system worked as planned and met the requirements of the design. specifications.

SERVICES: General Contracting and Engineering Services

Initiation Date: July 2, 2020

Completion Date: November 19, 2020

Project Cost: \$1,563,349.00

Nature: HVAC Repairs

By leveraging our expertise, METCO Engineering Inc. delivered a successful project that improved the overall functionality and sustainability of the building, resulting in increased operating efficiency, reduced energy consumption, and a more pleasant interior atmosphere for occupants.

HVAC Repairs

PROJECT TYPE

IMPLEMENTATION
COST

\$1,563,349.00

LOCATION

13803 Bissonnet St,
Houston, TX 77083

YEAR OF
COMPLETION

2020



HOUSTON
COMMUNITY COLLEGE

Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

Some other notable projects are:

Client	Sector	Project Name	Scope
City of Dallas	Government	Northwest ISD: Administration Building	Computer and Server Room Renovation and UPS and MEP + Emergency Generator
City of Dallas	Government	Emergency Generator For Northwest ISD	Computer and Server Room Renovation and UPS and MEP + Emergency Generator
Arlington ISD	Education	Kookan Elementary School	Mechanical/Electrical/Plumbing
Arlington ISD	Education	Corey Elementary	Fire Alarm and Security System Design/Build
Arlington ISD	Education	2014 Electrical Renovations to Kookan Education Center	Electrical Renovation
Northwest ISD	Education	Administration Building	Data Center UPS System and Emergency Generator Installation

References

Project Name	Client/Owner	Contact Name	Contact #	Email
Building Service Department Projects (Construction, Energy Efficiency Upgrades etc.)	Building Service Department, City of Dallas	Filmon Weldelibanos		filmon.wedelibanos@dallas.gov
Park and Recreation Projects (Construction, Electrical Upgrades, HVAC Upgrades etc.)	City of Dallas, Park and Recreation Dept.	Johnnie Burmfield	(214)533-1819	Johnnie.burmfield@dallas.gov
Houston Red Garage, Permitting Center projects, HOU Airport Systems (Chiller Upgrade Projects) etc.	TAMU TEES (ESL)	Bahman Yazdani	(979)574-3654	byazdani@tamu.edu

CRITERIA V. COMPETITIVE FEES

1. Pricing

\$355,040.00

THREE HUNDRED FIFTY-FIVE THOUSAND FORTY DOLLARS



Garet McInroe

2. BID Security/ BOND Requirements

A bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for the award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

October 9th, 2024



CONTRACT BONDING AGENCY

Partners in Construction. Bonded by Trust.

Re: Metco Engineering, Inc. - Dallas, TX

To Whom this May Concern:

Metco Engineering, Inc. is a valued client of PCL Contract Bonding Agency since 2016, and their surety, The Hanover Insurance Company, an A (Excellent) rated company by A.M. Best, since 2022.

In the past, we have considered single bonds for Metco in the \$20,000,000 range with a total bonding capacity in the \$40,000,000 range. Their available capacity can be estimated around \$23,000,000 at the time of this letter. The statement of these values is neither a commitment nor a limitation of their bonding capacity.

Barry Bagheri and his team have been a pleasure to work with. They are very knowledgeable and professional, and we are sure that you will enjoy working with them as much as we do. We would be pleased to entertain a request for bonding should it be required.

Any request for bonding must be made by our client and be accompanied by underwriting information as required by the Surety. Each request will be evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and PCL assumes no liability to you or third parties if for any reason we do not execute bonds.

If you have any questions please feel free to give me a call at (972) 459-4749.

A handwritten signature in black ink, appearing to read 'Eric Lesch'.

Eric Lesch
President

Specializing in construction bonding since 1985.

www.pclbonds.com

P.O. Box 1306 ■ Colleyville, TX ■ 76034 ■ 972.459.4749 ■ bondrequest@pclbonds.com



The Hanover Insurance Company
Citizens Insurance Company of America
Massachusetts Bay Insurance Company

BID BOND

CONTRACTOR:

(Name, legal status and address)

Metco Engineering, Inc.

6620 Lake Circle Dr

Dallas, TX 75214

OWNER:

(Name, legal status and address)

City of Freeport

1201 N Avenue H

Freeport, TX 77541

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

BOND AMOUNT: Five Percent of Greatest Amount Bid (5% G.A.B.)

PROJECT: *(Name, location or address, and Project Number, if any)*

2025-08 - Riverplace Generator

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor, and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2025.

Witness

By:

Name:

Garet McInroe

Metco Engineering, Inc.

(Contractor as Principal)

By:

Name:

Title:

Barry Bagheri

COO

Witness

By:

Name:

Eric Lesch, Witness

The Hanover Insurance Company

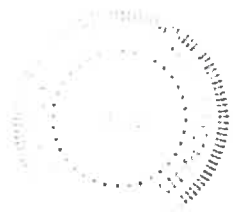
By:

Name:

Title:

Felix Navejar

Attorney-in-Fact



IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Eric Lesch, Melissa Lesch and/or Felix Navejar

Of PCL Contract Bonding Agency of Irving, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of April, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

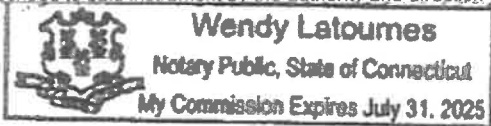
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Jonathan M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

) ss.

On this 6th day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of May 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President



**Farmers &
Merchants Bank**
Where Family is our Foundation

Re: Bank Reference Letter
Applicant: Metco Engineering, Inc. ("METCO")

To Whom It May Concern:

This letter is provided at the request of Barry Bagheri, President of METCO.

Please be advised of the following information. Farmers & Merchants Bank ("F&M") has provided financial services, including extensions of credit, to METCO for over ten years. METCO's first account at F&M was opened on March 4, 2010, and METCO has fulfilled all of its contractual obligations during the entire length of the banking relationship.

METCO has maintained its primary operating accounts at F&M and METCO's average balance in those accounts during the past 12 months is approximately \$2,000,000.00. The current balance in METCO's deposit accounts is \$5,025,000.

METCO also has an operating line of credit at F&M in the maximum principal amount of \$5,000,000. The current outstanding balance on the line of credit is \$0 and the amount available for advances is \$5,000,000.

F&M holds the accounts of METCO and Mr. Bagheri in the highest regards and value both as customers of the bank.

If I can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Thomas A. McCarthy,
General Counsel

Farmers & Merchants Bank
123 W. Huron Street
Berlin, Wisconsin 54923

fmb Berlin.com

123 W. Huron St. Berlin, WI 54923
T: 920-361-1454 F: 920-361-0500

3. Insurance Requirements

The firm shall agree to maintain and, upon request, provide evidence of coverage (e.g., Certificate of Insurance) for the following: general liability, automobile liability, works compensation, and professional liability. Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/31/2024															
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 AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074			CONTACT NAME: Amy Cole PHONE (A.C. No. Ext.): 972-331-3704 FAX (A.C. No.): 972-331-3704 E-MAIL ADDRESS: Amy.Cole@assuredpartners.com																
INSURED Metco Engineering, Inc. 6620 Lake Circle Drive Dallas TX 75214-3417			INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: Berkley Assurance Company	39462	INSURER D: Hartford Fire Insurance Company	19682	INSURER E:		INSURER F:	
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INSURER D: Hartford Fire Insurance Company	19682																		
INSURER E:																			
INSURER F:																			
COVERAGES CERTIFICATE NUMBER: 406765556 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.																			
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		VUMA0097548	10/1/2024	10/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMPO AGG \$2,000,000 BOD Deductible \$2,500 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$													
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY																		
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS MADE DED RETENTION \$		MKLV4EUL104811	10/1/2024	10/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$													
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS HERE	Y/N N/A	0001226642	7/22/2024	7/22/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000													
D	Contractor's Equipment		46MSIG9761K2	10/12/2024	10/12/2025	Leased/Rented Equip Deductible 100,000 1,000													
DESCRIPTION OF OPERATIONS : LOCATIONS : VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																			
CERTIFICATE HOLDER				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 Bryce K. Co															

ADDENDA

METCO Engineering, Inc. hereby acknowledges receipt and review of all issued amendments related to the Riverplace Generator Project Request for Proposals. Specifically, we acknowledge the following amendments:

Amendment No. 1

We confirm that all terms, clarifications, changes, and requirements outlined in the above amendments have been reviewed and incorporated into our proposal submission.


Garet McInroe



**CITY OF FREEPORT, TEXAS
REQUEST FOR PROPOSALS
RIVERPLACE GENERATOR**

**AMENDED TO CORRECT DUE DATE ON PAGE 4 & ATTACH
PICTURES OF THE SITE**

**Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541
COMPETITIVE SEALED RFP # 2025-08**

**DEADLINE:
FRIDAY, MAY 16, 2025 BY 10 A.M.**

ATTACHMENTS

Attachment 1. Certification Form

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on May 16, 2025.

Firm: METCO Engineering, Inc. TIN: 200918019

Signed By:  Date: 05/16/2025

Printed Name: Garet McInroe Title: Chief Operating Officer

Phone #: (214)334-3724 Fax #: _____

Email: garet@metcoengineering.com Website: www.metcoengineering.com

Mailing Address: 11120 Petal St. #B300, Dallas, TX 75238

Delivery Address: 11120 Petal St. #B300, Dallas, TX 75238

END OF REQUEST

Attachment 2. W-9 Certificate

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																																		
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.																																																				
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) METCO Engineering, Inc.																																																				
2 Business name/disregarded entity name, if different from above. METCO Engineering, Inc.																																																				
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)																																																			
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐																																																				
5 Address (number, street, and apt. or suite no.). See instructions. 11120 Petal St. #B300	Requester's name and address (optional)																																																			
6 City, state, and ZIP code Dallas, TX 75238																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.																																																				
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">9</td> </tr> </table>			Social security number																				or										Employer identification number										2	0		0	9	1	8	0	1	9
Social security number																																																				
or																																																				
Employer identification number																																																				
2	0		0	9	1	8	0	1	9																																											
Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person <i>B. Bala</i>	Date 05/16/2025																																																		
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.																																																				
What's New																																																				
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.																																																				
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they																																																				
Cat. No. 10231X		Form W-9 (Rev. 3-2024)																																																		

Attachment 3. CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. METCO Engineering, Inc.	Date Received	
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. Garet McInroe _____ 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. N/A		
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 05/16/2025 _____ Date		

Attachment 4. Certificate of Lobbying

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



Signature of Contractor's Authorized Official

Garet McInroe, Chief Operating Officer

Printed Name and Title of Contractor's Authorized Official

05/16/2025

Date

Attachment 5. Disclosure of Lobbying Activities Form

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: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	Report Type: a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		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 <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
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: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

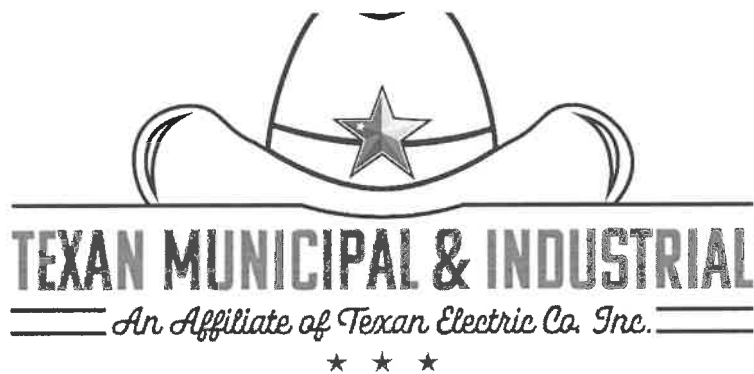
Attachment 6. Form 1295

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
1 of 1				
Complete Nos. 1 - 4 and 5 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. METCO Engineering, Inc Dallas, TX United States			Certificate Number: 2025-1310439	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Freeport			Date Filed: 05/15/2025	
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. 2025-08 Construction services				
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 <u>Barry Bagheri</u> , and my date of birth is <u>03/30/1956</u> My address is <u>11120 Petal St. #B300</u> , <u>Dallas</u> , <u>TX</u> , <u>75238</u> , <u>USA</u> (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Dallas</u> County, State of <u>Texas</u> , on the <u>15th</u> day of <u>May</u> , 20 <u>25</u> . (month) (year) Signature of authorized agent of contracting business entity (Declarant)				

Attachment 7. M/W- Owned Business Participation

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

Name of Firm	Telephone #	\$ Involvement
N/A	N/A	N/A



Owner: CITY OF FREEPORT

Project: RFP # 2025-08 – Riverplace Generator

Proposed Project Manager: Michael Clasen

P.O.C:

Warren Fields, Vice President

713-645-6560

Projects@texanmuni.com

CAGE: 3B9A2

7011 DIXIE DRIVE • HOUSTON, TEXAS 77087 • (713) 645-6560 • FAX (713) 645-6566



May-15-2025

To: City of Freeport

Attention: Clarisa Fernandez

Subject: City of Freeport Request for Proposal#2025-08(Riverplace Generator)

Texan Municipal & Industrial is pleased to present our proposal for the above-listed subject. Scope of Work and pricing as follows:

We are pleased to quote the Riverplace Generator Project per the documents provided online by the City of Freeport. We can work on additional pricing to include a Center Point outage and a permit cost if it is needed. I have also included documents for the generator being proposed, and my quantities of materials for your project.

This price includes the following:

1. Prepping the concrete pad for the generator
2. Installation of a 350 kW diesel generator mounted outdoors with enclosure
3. Security fencing with a lockable gate installed around the generator
4. Installation of gas piping and electrical modifications.

Total price: \$240,300.90

We appreciate the opportunity to provide this proposal. If you need anything else, please give me a call at (832) 202-3314

Respectfully Submitted,

Ruben Torres

Project Manager

Texan Municipal & Industrial

RECAP SHEET

Estimator:

Job: Riverplace

Work:

Date:

Base Material		
Sheet 1		
Sheet 2		
Sheet 3		0.00
Sheet 4		0.00
Sheet 5	1"	
Sheet 6	1 1/4"	0.00
Sheet 7	2"	0.00
Sheet 8	3"	0.00
Sheet 9	4"	
Sheet 10		0.00
Sheet 11		0.00
Sheet 12		0.00
Sheet 13	wire	
Sheet 14		0.00
Sheet 15		0.00
Sheet 16		0.00
Sheet 17		0.00
Sheet 18		0.00
Sheet 19		0.00
Sheet 20		0.00

Total Base Material:

Material Recap

Base Material Cost:		
Base Material OH	0%	
Base Material Profit	15%	
Material Subtotal		
Material Sales Tax	0.00%	0.00

Total Material Dollars:

Lot Prices		
builders risk		
bond		
permit		
Total Lot Cost:		
Lot OH		0.00
Lot Profit	15%	
Lot Subtotal		
Lot Sales Tax	0.00%	0.00
Total Supplier Quotes:		

Labor		
Sheet 1		
Sheet 2		
Sheet 3		0.00
Sheet 4		0.00
Sheet 5		
Sheet 6		0.00
Sheet 7		0.00
Sheet 8		0.00
Sheet 9		
Sheet 10		0.00
Sheet 11		0.00
Sheet 12		0.00
Sheet 13		
Sheet 14		0.00
Sheet 15		0.00
Sheet 16		0.00
Sheet 17		0.00
Sheet 18		0.00
Sheet 19		0.00
Sheet 20		0.00

Labor Subtotal

Lost Time 10%

Total Labor Hours:

Labor Recap

Total Hrs:		
Labor Rate:		
Labor Cost:		
Labor OH	0%	0.00
Labor Profit	15%	
Labor Subtotal		
Labor Sales Tax	0.00%	0.00

Total Labor Dollars

Non Taxable Lot Prices		
		0.00
		0.00
Total Lot Cost:		0.00
Lot OH		0.00
Lot Profit	15%	0.00
Lot Subtotal		0.00
		0.00
Total Supplier Quotes:		

Total Cost	Total OH	Total Profit	Project Sub-Total	Total Tax	Project Sales Price
	0.00			0.00	240,300.90

PRICING SHEET

ESTIMATE NO.

JOB Riverplace

SHEET NO. 1

WORK

OF _____ SHEETS

ESTIMATED BY

PRICED BY

EXTENDED BY

CHECKED BY

DATE _____

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	Generator Pad 12'x6'	1		e		8.00	e	
2	trench	100		e		0.12	e	
3	Generator 350kw diesel	1		e		40.00	e	
4	ats	1		e	0.00	40.00	e	
5	mpz	1		e		8.00	e	
6	fence w/slats	1		e		2.00	e	
7				e	0.00		e	0.00
8	24 hr fuel tank	700		e		0.01	e	
9		100		e		0.12	e	
10	sawcut	1		e		8.00	e	
11							e	0.00
12	box	1		e		5.00	e	
13							e	0.00
14	crane	1		e		16.00	e	
15								
16	labor	2				40.00	e	
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								

PRICING SHEET

ESTIMATE NO. _____

JOB _____ SHEET NO. 2
WORK _____ OF _____ SHEETS

ESTIMATED BY: _____ PRICED BY _____ EXTENDED BY _____ CHECKED BY _____ DATE _____

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	7/8 Slotted Strut		196.00	c	0.00	20.00	e	0.00
2	1 5/8 Slotted Strut		291.00	c	0.00	4.00	e	0.00
3	1/4 All Thread		23.00	c	0.00			-----
4	3/8 All Thread		48.00	c	0.00	4.00	e	0.00
5	1/4 Bolts		5.18	c	0.00	4.00	e	0.00
6	1/4 Washers		5.41	c	0.00			-----
7	1/4 Nuts		1.76	c	0.00	2.00	e	0.00
8	1/4 Spring Nuts		62.50	c	0.00			-----
9	7/8 SS Slotted Strut		802.00	c	0.00			-----
10	1 5/8 SS Slotted Strut	100	291.00	c	0.00	4.00	e	0.00
11	1/4 SS All Thread		106.00	c	0.00			-----
12	3/8 SS All Thread		200.00	c	0.00			-----
13	1/4 SS Bolts		13.53	c	0.00			-----
14	1/4 SS Washers		18.82	c	0.00			-----
15	1/4 SS Nuts		6.00	c	0.00			-----
16	1/4 SS Spring Nuts		192.39	c	0.00			-----
17	Ground Rod	1	75.00	e	75.00			-----
18	Ground Well W/Cover	1	130.00	e	130.00			-----
19								-----
20	Misc	1	1500.00	e	1500.00	8.00	e	0.00
21								-----
22								-----
23								-----
24								-----
25								-----
26								-----
27								-----
28								-----
29								-----
30								-----
31								-----
32								-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 5

WORK 1" Material

OF _____ SHEETS

ESTIMATED BY:

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	PVC Conduit		0.00	c	0.00	3.00	c	0.00
2	PVC 90s		0.00	e	0.00	0.50	e	0.00
3	PVC Couplings		0.00	e	0.00	0.30		-----
4	PCV Female Adaptors		0.00	e	0.00	0.30		-----
5								-----
6	Rigid Conduit	200	0.00	c	0.00	8.00	c	0.00
7	Rigid 90s	4	0.00	e	0.00	0.50	e	0.00
8	Rigid Couplings	16	0.00	e	0.00	0.30	e	0.00
9	Rigid Hubs	10	0.00	e	0.00	0.30	e	0.00
10	Rigid Straps	20	0.00	e	0.00	0.30	e	0.00
11								-----
12	Aluminum Conduit		0.00	c	0.00	8.00	c	0.00
13	Aluminum 90s		0.00	e	0.00	0.50	e	0.00
14	Aluminum Couplings		0.00	e	0.00			-----
15	Aluminum Hubs		0.00	e	0.00			-----
16	Aluminum Straps		0.00	e	0.00			-----
17								-----
18	PVC Rigid		0.00	c	0.00	8.00	c	0.00
19	PVC Rigid 90s		0.00	e	0.00	0.50	e	0.00
20	PVC Rigid Couplings		0.00	e	0.00	0.30	e	0.00
21	PVC Rigid Hubs		0.00	e	0.00	0.30	e	0.00
22	PVC Rigid Straps		0.00	e	0.00	0.30	e	0.00
23								-----
24	PVC Aluminum Rigid		0.00	c	0.00	8.00	c	0.00
25	PVC Aluminum Rigid 90s		0.00	e	0.00	0.50	e	0.00
26	PVC Aluminum Rigid Couplings		0.00	e	0.00			-----
27	PVC Aluminum Rigid Hubs		0.00	e	0.00			-----
28	PVC Aluminum Rigid Straps		0.00	e	0.00			-----
29								-----
30	Seal Tight		0.00	c	0.00	3.00	c	0.00
31	Seal Tight Connector		0.00	e	0.00	0.50	e	0.00
32								-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____ SHEET NO. 9

WORK 4" Material OF _____ SHEETS

ESTIMATED BY: _____ PRICED BY _____ EXTENDED BY _____ CHECKED BY _____ DATE _____

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	PVC Conduit			c	0.00	7.00	c	0.00
2	PVC 90s			e	0.00	2.00	e	0.00
3	PVC Couplings			e	0.00			-----
4	PCV Female Adaptors			e	0.00			-----
5								-----
6	Rigid Conduit	200		c		38.00	c	
7	Rigid 90s	6		e		2.00	e	
8	Rigid Couplings	16		e		0.50		-----
9	Rigid Hubs	4		e		0.50		-----
10	Rigid Straps	8		e		0.25		-----
11								-----
12	Aluminum Conduit			c	0.00	38.00	c	0.00
13	Aluminum 90s			e	0.00	2.00	e	0.00
14	Aluminum Couplings			e	0.00			-----
15	Aluminum Hubs			e	0.00			-----
16	Aluminum Straps			e	0.00			-----
17								-----
18	PVC Rigid			c	0.00	38.00	c	0.00
19	PVC Rigid 90s			e	0.00	2.00	e	0.00
20	PVC Rigid Couplings			e	0.00			-----
21	PVC Rigid Hubs			e	0.00			-----
22	PVC Rigid Straps			e	0.00			-----
23								-----
24	PVC Aluminum Rigid			c	0.00	38.00	c	0.00
25	PVC Aluminum Rigid 90s			e	0.00	2.00	e	0.00
26	PVC Aluminum Rigid Couplings			e	0.00			-----
27	PVC Aluminum Rigid Hubs			e	0.00			-----
28	PVC Aluminum Rigid Straps			e	0.00			-----
29								-----
30	Seal Tight	40		c		38.00	c	
31	Seal Tight Connector	8		e		2.00	e	
32								-----

~~300.00~~ 119.20

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 12

WORK Wire

OF _____ SHEETS

ESTIMATED BY

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	1000			m	0.00	48.00	m	0.00
2	750			m	0.00	44.00	m	0.00
3	600			m	0.00	40.00	m	0.00
4	500			m	0.00	36.00	m	0.00
5	400			m	0.00	32.00	m	0.00
6	350	1300		m	0.00	32.00	m	0.00
7	250			m	0.00	26.00	m	0.00
8	4/0			m	0.00	24.00	m	0.00
9	3/0			m	0.00	24.00	m	0.00
10	2/0			m	0.00	22.00	m	0.00
11	1/0			m	0.00	20.00	m	0.00
12	1			m	0.00	18.00	m	0.00
13	2			m	0.00	16.00	m	0.00
14	3	100		m	0.00	16.00	m	0.00
15	4			m	0.00	14.00	mm	0.00
16	6			m	0.00	12.00	m	0.00
17	8			m	0.00	8.00	m	0.00
18	10	1500		m	0.00	6.00	m	0.00
19	12			m	0.00	5.00	m	0.00
20	14			m	0.00	4.00	m	0.00
21	Belden	1		m	0.00	4.00	m	0.00
22	Cat 5/6			m	0.00	4.00	m	0.00
23	Jet line	1		m	0.00	3.00	m	0.00
24	splice kits	5		e	0.00	1.00	e	5.00
25	Misc	1		e	0.00	8.00	e	8.00
26	350 Al			m	0.00	32.00	m	0.00
27	1/0 al			m	0.00	20.00	m	0.00
28								
29								
30								
31								
32								



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: Thursday, May 15, 2025
 Company: Bidding Company
 Attention: Estimator
 Quote Number: 051525-003MP
 Reference: Freeport Generators

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

City Hall Generator: -(1) Generac Model SG350, 350kW Natural Gas Generator -(1) 1200A Automatic Open Transition Transfer Switch	
Service Center Generator: -(1) Generac Model SG150, 150kW Natural Gas Generator -(1) 800A Automatic Open Transition Transfer Switch	
River Place Generator: -(1) Generac Model SD350, 350kW Diesel Generator -(1) 400A Automatic Open Transition Transfer Switch	

Your total cost is \$309,480.00 , plus any required taxes.

City Hall Generator:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Natural Gas fuel system
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Built-in Webserver
- IP65 (front)
- Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
- Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
- Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Coolant Heater, 2500W, 240VAC
- Standard MLCB, 80% rated thermal-magnetic
 - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device



Waukesha-Pearce Industries

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Phone: 713-723-1050 ~ Fax: 713-551-0799

- Oil Temp Sender
- Standard 2-Year Limited Warranty
- SG0350KG30219N18PPYYG

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 1200 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN1200K3CH

Service Center Generator:

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- 150 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Natural Gas fuel system (7-11")
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 90 AH, 700 CCA Group 27F Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Standard MLCB, 80% rated thermal-magnetic
 - 250 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Extreme Cold Weather Kit - Heated Crankcase Breather System
- Flex Fuel Line
- Standard 2-Year Limited Warranty
- SG0150KG269.0S18HPYYG



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Phone: 713-723-1050 ~ Fax: 713-551-0799

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 800 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0800K3CH

River Place Generator:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 12.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation



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Phone: 713-723-1050 ~ Fax: 713-551-0799

- UL2200
- EPA Certified
- SCAQMD
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- 36" 693 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- Primary MLCB, 80% rated thermal-magnetic
 - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Critical Grade Silencer
- Coolant Heater, 2000W, 240VAC
- 3 Owner's manuals



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Standard 2-Year Limited Warranty
- SD0350KG17129D18HPYY3

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 35kA Any Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0400K3CH

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

Factory Prepaid, FOB Shipping Point



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Project Clarifications:

- Offering standard materials of construction by Generac Power Systems.
- Quotation based on email. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- **Please be advised that due to the potential for changes in tariffs. All quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.**
- All gas train accessories and required primary gas regulators by others.
- Security fencing provided by others.
- Start Up includes 1 roundtrip to Freeport, Tx with standard manufacturer testing and registration. If any additional trips are needed, they will be charged separately.
- River Place generator is quoted with a 24-hour operation at 100% rated power.
- Quote includes outdoor enclosure per specification request.

Standard Clarifications:

- New cancellation policy included in WPI Terms and Conditions.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.



Waukesha-Pearce Industries

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Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.

Current estimated lead time is (see below) from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.

350kW Natural Gas Generator lead time is 12-18 weeks.

150kW Natural Gas Generator lead time is 8-12 weeks.

350kW Diesel Generator lead time is 12-18 weeks.

1200A Automatic Transfer Switch lead time is 12-16 weeks.

800A Automatic Transfer Switch lead time is 10-14 weeks.

400A Automatic Transfer Switch lead time is 6-8 weeks.

Best Regards,

Thomas Lawrence

New Unit Sales – Power Generation

Waukesha-Pearce Industries, LLC

Cell: (281) 928-0469

Email: Thomas.lawrence@wpi.com

www.wpi.com

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on

May 16, 2025.

Firm: Texan Municipal and Industrial, LLC TIN: 20-9227817

Signed By:  Date: 5.7.2025

Printed Name: Warren Fields Title: Vice President

Phone #: 713-645-6560 Fax #: _____

Email: projects@Texanmuni.com Website: _____

Mailing Address: P.O. Box 941548, Houston, TX 77094

Delivery Address: 7011 Dixie Drive, Houston, TX 77087

END OF REQUEST

**TEXAN ELECTRIC CO., INC.**

Unique Entity ID U4NKJNBPE2M5	CAGE / NCAGE 3B9A2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 21, 2025	
Physical Address 7011 Dixie DR Houston, Texas 77087-5217 United States	Mailing Address PO Box 266388 Houston, Texas 77207-6388 United States	

Business Information

Doing Business as TEXAN MUNICIPAL AND INDUSTRIAL	Division Name (blank)	Division Number (blank)
Congressional District Texas 09	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Aug 23, 2024	Submission Date Aug 21, 2024	Initial Registration Date Oct 22, 2002
--	--	--

Entity Dates

Entity Start Date Sep 23, 1982	Fiscal Year End Close Date Jun 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

No

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

Not Selected**Proceedings Questions**

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

No

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

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected**Exclusion Summary**

Dec 19, 2024 05:55:36 PM GMT
<https://sam.gov/entity/U4NKJNBPE2M5/coreData?status=null>

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Texan Municipal and Industrial, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 941548	6 City, state, and ZIP code Houston, TX 77094
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

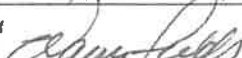
Social security number								
			-				-	
or								
Employer identification number								
9	3	-	4	0	7	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **5-7-2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

Texan Municipal and Industrial, LLC

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

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

N/A

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

5.7.2025
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, Texan Municipal and Industrial, LLC, 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

Warren Fields, Vice President

Printed Name and Title of Contractor's Authorized Official

5.7.2025

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: a. contract ____ b. grant N/A c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award N/A c. post-award	Report Type: a. initial filing ____ b. material change N/A
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Texan Municipal and Industrial, LLC 7011 Dixie Drive, Houston, TX 77087 Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/ Agency: N/A		7. Federal Program Name/ Description: N/A CFDA Number, if applicable: _____
Federal Action Number, if known: n/a		9. Award Amount, if known: \$ N/A
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): N/A
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: <u>Warren Fields</u> Print Name: Warren Fields Title: Vice President Telephone No.: 713-645-6560 Date: 5-7-2025
Federal Use Only		Authorized for Local Reproduction Standard Form - ULL (Rev. 7-97)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2025-1304960

Date Filed:
05/05/2025

Date Acknowledged:

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

Texan Municipal and Industrial, LLC
Houston, TX United States

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

City of Freeport, Texas

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.

RFP #2025-08
Riverplace Generator

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 Roma Martinez, and my date of birth is 01-01-2000

My address is 7011 Dixie Drive, Houston, TX, 77087, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 5 day of May, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

*** Although not certified, we are 100% woman-owned by Carloyn Hodges. ***



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Texan Municipal & Industrial, LLC

of Houston, Texas

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company _____, with its
principal office in the City of Boston _____, Massachusetts _____ (hereinafter called the
Surety), as Surety, are held and firmly bound unto Freeport City Hall

of Freeport, TX

(hereinafter called the Obligee) in the penal sum of Five Percent of Greatest Amount Bid

Dollars 5% G.A.B. _____ lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the
accompanying bid dated May 16, 2025 _____ for 2025-08 - Riverplace Generator

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall
enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful
performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if
the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly
arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise
to remain in full force and virtue.

Signed, sealed and dated: May, 16, 2025 _____

Texan Municipal & Industrial, LLC

Principal

By: _____

Warren Fields, Vice President & Secretary

The Ohio Casualty Insurance Company

By: _____

Mitchell Fitzhenry (Attorney-in-fact)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210853 - 974106**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mitchell Fitzhenry

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2025

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	CONTACT NAME: Andrea Wilson		
A.J. Etheredge Company	PHONE (A/C, No, Ext): (713) 464-4888	FAX (A/C, No): (281) 584-9094	
430 Highway 6 South	E-MAIL ADDRESS: andrea@ajetheredge.com		
Suite 150	PRODUCER CUSTOMER ID #: TEXAN ELECTRIC CO INC		
Houston TX 77079-	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A : Ohio Security Insurance Company		
TEXAN MUNICIPAL AND INDUSTRIAL, LLC	INSURER B : Ohio Casualty Insurance Company		
	INSURER C : Evanston Insurance Company		
	INSURER D :		
P O BOX 266388	INSURER E :		
HOUSTON TX 77207-6388	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	Y	Y	BKS 62509506	12/28/2024	12/28/2025	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR				/ /	/ /	MED EXP (Any one person) \$ 15,000
	☒ Per Project Aggregate				/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
A	☐ POLICY ☒ PROJECT ☐ LOC				/ /	/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	Y	Y	BAS 62509506	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				/ /	/ /	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				/ /	/ /	\$
	☒ NON-OWNED AUTOS				/ /	/ /	\$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	USO 62509506	12/28/2024	12/28/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			Follow Form Policy	/ /	/ /	AGGREGATE \$ 5,000,000
	DEDUCTIBLE				/ /	/ /	\$
	RETENTION \$ 10,000				/ /	/ /	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	XWS 62509506	12/28/2024	12/28/2025	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		/ /	/ /	E.L. EACH ACCIDENT \$ 1,000,000
					/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability	Y	Y	MEI6141028	10/09/2024	10/09/2025	AGGREGATE 2,000,000
							PER CLAIM AGGREGATE 2,000,000

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

2025-08 - Riverplace Generator

CERTIFICATE HOLDER

CANCELLATION

Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541

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

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY A.J. Etheredge Company		NAMED INSURED TEXAN MUNICIPAL AND INDUSTRIAL, LLC
POLICY NUMBER BKS 62509506		
CARRIER Ohio Security Insurance Company	NAIC CODE	EFFECTIVE DATE: 05/16/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: 2025-08 - Riverplace Generator

Freeport City Hall (Hereinafter OWNER) is named as Additional Insured in regards to the General Liability and Commercial Auto Policy as provided by Blanket Additional Insured Endorsement, where required by written contract. General Liability and Commercial Auto policies provide Waiver of Subrogation and Primary and Non-Contributory endorsement that are provided in favor of OWNER where required by written contract. Commercial Umbrella Policy is a Follow Form Policy. Pollution Liability Policy provides Waiver of Subrogation in favor of OWNER where required by written contract. General Liability, Commercial Auto and Pollution Liability policies includes 30 days of notice if policy is cancelled by the companies, and 10 days notice if the policy is cancelled for non payment.

Ruben Torres

RubenTorres@TexanMuni.com – 832.202.3314

Over 20 years of experience in municipal and industrial projects, additional information available upon request.

Employment History

Texan Electric July 2023-Present

Operations Manager / Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

W-Industries – Houston, TX February 2022 – July

2023

Senior Project Manager

McDonald Electric – Houston, TX August 2010 – February

2022

Project Manager / Estimator McDonald Municipal and Industrial a Division of McDonald Electric

McDonald Electric – Houston, TX June 2005-

August 2010

Field Superintendent

McDonald Electric – Houston TX January 1999 – June

2005

General Foreman

Licenses

- *Texas Journeyman Electrician License*

WARREN J. FIELDS

Cell 832-859-4116

Member State Bar of Texas - admitted November, 1989

Board Certified in Estate Planning and Probate Law

Texas Board of Legal Specialization (2006).

EXPERIENCE:

Law Offices of Warren J. Fields (10/07 to present)

Texan Electric Co., Inc. d/b/a Texan Municipal and Industrial

Chief Financial Officer, Vice President, Secretary and General Counsel, Board of Directors (February 2023 to present)

Tepco Solutions

General Counsel and business consultant (May 2019 - November 2021)

Saxon Engineering, Inc. d/b/a/ Saxon Technologies

General Counsel and business consultant (January 2017-November 2018)

Mudsaver Valve Technologies

Vice President, General Counsel and Board of Directors (April 2008 to June 2017)

Action Professional Engineering, Inc

Vice President, General Counsel and Board of Directors (11/98 to 3/03)

Coordination of all functions of specialized oilfield drilling company specializing in highpressure

wells including corporate and state (California and Texas) compliance, safety, contracts, negotiations, bids, sales, production and international transactions.

Sloan Fields & Moyer, L.L.P. - Partner (4/03 to 9/07)

Fields & Associates P.C. f/k/a Fields and VerVoort PC (2/95 to 3/03)

Brewer & Pritchard, P.C. (8/93 to 2/95) Construction litigation

Michael Clasen

MichaelClasen@Texanmuni.com – 713-299-5788

Over 20 years of experience in municipal and industrial projects, additional information available upon request.

Texan Electric July 2023-Present

Sr. Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

W-Industries – Houston, TX February 2022 – July 2023

Project Manager

**Mcdonald Municipal and Industrial, a Division of McDonald Electric – Houston, TX
January 2015 – 2022**

Project Manager / Estimator

**MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF MCDONALD ELECTRIC.
AUGUST 2010 - JANUARY 2015**

FIELD SUPERINTENDENT / GENERAL FOREMAN

June 2005 – August 2010

Project Manager / Estimator

June 1998 – June 2005

Apprentice Electrician

**TEXAS JOURNEYMAN ELECTRICAL LICENSE | JUNE 2005 | ELECTRICAL TRAINING
CENTER**

Emilio Herrera

EmilioHerrera@TexanMuni.com – 832-830-9736

Over 10 years of experience in municipal and industrial projects, additional information available upon request.

Texan Municipal & Industrial August 2024- Present

Project Manager

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

Journeyman Electrician, 2018 to 2021

C.F. McDonald Electric Inc.

Apprentice Electrician 2014-2018

McDonald Electric Inc.

Education & Licenses

- Bachelor Of Science in Operations Management
- Texas Journeyman License
- Electrical Apprenticeship Program Certification
- OSHA 30 Certification

Tommy Torres

TommyTorres@TexanMuni.com – 713-252-5201

Over 10 years of experience in municipal and industrial projects, additional information available upon request.

Texan Municipal & Industrial October 2023 – Present *Project Manager*

- *Assist Estimating in bidding opportunities and Preconstruction services.*
- *Manage multiple crews of 6-15 technicians at any given time.*
- *Assist in development of Detailed Scope of Work.*
- *Develop a project site logistics plan.*
- *Maintain a thorough understanding of contract documents.*
- *Manage labor force to achieve optimum performance.*
- *Review and understand material budgets and negotiate purchase orders.*
- *Review and understand equipment budgets and negotiate rental rates.*
- *Monitor project costs and identify areas for improvement.*
- *Provide leadership in quality process.*
- *Provide leadership in the safety and accident prevention programs.*
- *Document daily construction activities.*
- *Issue and maintain short term schedules.*
- *Assist Project Engineers in Shop Drawing and Submittal process.*

W-Industries – Houston, TX February 2022 – August 2023

Superintendent

McDonald Electric – Houston, TX Sept 2004 - February 2022

Foreman/Supervisor

License

- Texas Journeyman Electrician License June 2004

**UNANIMOUS WRITTEN CONSENT OF MEMBER(S) AND MANAGERS
IN LIEU OF
ORGANIZATIONAL MEETING
OF
TEXAN MUNICIPAL AND INDUSTRIAL LLC
(the "Company")
October 31, 2023**

The undersigned, being all the member(s) and managers of the Company, hereby consent to, adopt and ratify in all respects, each of the following resolutions and such consent shall have the same force and effect as a vote by the undersigned at the organizational meeting of the members, and managers called by the undersigned:

Acceptance of Certificate of Formation

RESOLVED, that the Certificate of Formation as filed in the Office of the Secretary of State of the State of Texas on October 31, 2023 and as reviewed by the members and managers of the Company and attached hereto as Exhibit A, be and hereby is accepted and approved, and the Secretary of the Company is directed to place the Certificate of Formation in the corporate record book of the Company; and further

Company Agreement

RESOLVED, that the Company Agreement for governing the affairs of the Company in the form attached hereto as Exhibit B, be and they hereby is, accepted and approved, and the Secretary of the Company is directed to place the Company Agreement in the company record book of the Company; and further

Election of Officers and Board Members

RESOLVED, that Ms. Hodges, as the sole member of the Company and the following managers of the Company hereby establish a board of directors and the following persons were nominated and elected to serve as board members and as officers of the Company until successors are elected and qualified:

President & Chairman of the Board

Chief Financial Officer & Board Member

Vice President & Board Member

Secretary & Board Member

Vice President, General Counsel & Board Member

Carolyn R. Hodges

Warren Fields
Erika Roberts
Warren Fields
Warren Fields

Company Seal

RESOLVED, that the form of seal of the Company, an impression of which may appear in the margin of this Consent be, and it hereby is, approved and adopted as the official seal of the Company in all respects; and further

Certificates of Ownership

RESOLVED, that the form of certificate attached hereto as Exhibit C be, and it hereby is, approved and adopted as the form of certificate to evidence of ownership of the Company; and further

Issuance of Certificates

RESOLVED, that appropriate officers of the Company be, and they hereby are, authorized and empowered for and on behalf of the Company, to issue to the following persons membership certificates for the amount of interest(s) designated below for and against receipt by the Company of appropriate consideration and that when such Certificates are so issued, they shall be duly issued, validly outstanding, fully paid and nonassessable:

Carolyn Hodges	1000	100%
----------------	------	------

; and further

Capital Requirement

RESOLVED, that upon receipt by the Company of the consideration for the issuance of Certificates described in the preceding section, such consideration being valued equal to or in excess of One Thousand Dollars (\$1,000.00), the Company may commence business pursuant to its Certificate of Formation; and further

Depository Bank

RESOLVED, that a bank to be determined by the Managers of the Company be, and it hereby is, designated the depository bank of the Company and that the officers of the Company, individually and collectively are hereby authorized and empowered for and on behalf of the Company to execute resolutions prepared by such bank for the establishment of banking relations between the Company and such institution and two or more be and hereby are authorized to open a bank, money market or brokerage account on the Company's behalf; and further

UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF
ORGANIZATIONAL MEETING - TEXAN MUNICIPAL AND INDUSTRIAL LLC

PAGE 2

Tax Identification Number

RESOLVED, that the Managers of the Company, individually and collectively, be, and are hereby authorized and empowered to apply for a federal tax identification number and any additional tax identification numbers that are or may be required of the Company by any governing authority; and further

Fiscal Year

RESOLVED, that the fiscal year of the Company shall commence on January 1 and end on December 31 of each year, except for the first year of existence, which shall be deemed to have begun on October 31, 2023 and end on December 31, 2023; and further

Office

RESOLVED, that the Managers of the Company be, and are hereby authorized and empowered in the name and on behalf of the Company to establish, with the assistance of agents and employees of the Company, an office in Houston, Texas, including without limitation executing a lease for an office in Houston; and further

Qualification to do Business

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States, or any foreign country in which the Company may desire to do business, the officers of the Company are hereby authorized and empowered, in the name and on behalf of the Company, to appoint, substitute and replace all necessary or appropriate agents or attorneys for service of process, to designate and change the location of the office or offices of the Company and to make and file any and all certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocation of appointment or surrender of authority as such officers of the Company shall approve and deem advisable for the Company; and further

Organizational Costs

RESOLVED, that the Managers of the Company be, and hereby are authorized and empowered to pay all charges and expenses arising out of the organization of this Company and to reimburse any person who has made any disbursements therefore; and further

Authorization and Ratification

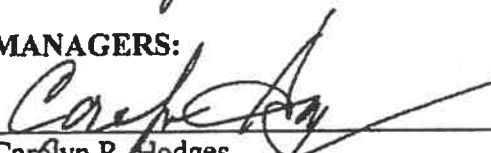
RESOLVED, that the officers of the Company are hereby authorized and empowered, individually and collectively, to (a) sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all such instruments and documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company or otherwise (as in any such officer's judgment shall be necessary, desirable or appropriate) in order to effect the purposes of the foregoing resolutions, and any and all acts and deeds previously performed by the officers or counsel or financial advisors prior to the date of these resolutions that are within the authority conferred hereby are ratified, confirmed and approved as the authorized acts and deeds of the Company.

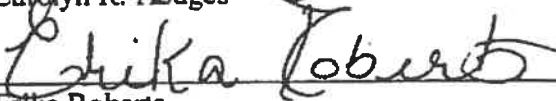
IN WITNESS WHEREOF, the undersigned member(s) and managers have executed this Consent effective as of October 31, 2023.

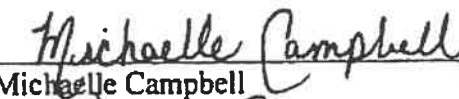
MEMBER:


Carolyn R. Hodges

MANAGERS:


Carolyn R. Hodges


Erika Roberts


Michelle Campbell

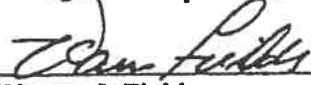

Warren J. Fields

Exhibit A - Certificate of Formation
Exhibit B - Company Agreement
Exhibit C - Certificate of Ownership

UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF
ORGANIZATIONAL MEETING - TEXAN MUNICIPAL AND INDUSTRIAL LLC

PAGE 4



Contracts on Hand

West Harris County Municipal Utility District No. 11 – Water Plant No. 1 Generator - \$858,854.00– 30%

- Jacobs Engineering Inc.: Shawn Sharkey - Shawn.Sharkey@jacobs.com (713) 582-0132

Clear Lake City Water Authority – Water Well No. 7 & Water Plant No. 2 Site Improvements (Generators) - \$856,169.00 – 25%

- LAN, Inc.: Jake Kocurek - JWKocurek@lan-inc.com (713) 821-0433

City of Nixon – Portable Emergency Generator - \$293,289.00– 40%

- BEFCO Engineering, Inc.: Chad Emmel - Chad@befcoengineering.com (979) 968-6474

Athens Municipal Water Authority – Water Treatment Plant Emergency Generator Improvements - \$614,180.00– 80%

- S. D. Kallman, L.P.: Cheryl Anderson - cheryl@sdkallman.com (512) 293-3925

Cinco Southwest Municipal Utility District No. 1 – Water Plant & Water Wells Generator Additions - \$2,351,169.00

- BGE, Inc.: Michael Barrette - mbarrette@bgeinc.com (281) 558-8700

Tarrant County – 350 West Belknap Generator & Automatic Transfer Switch Replacement- \$430,469.00

- Barid, Hampton & Brown: Paul Morris - pmorris@bhbinc.com (901) 289-6013

Gulf Coast Water Authority-Pump Replacement Projects - Thomas Mackey Water Treatment Plant - Clearwell / Industrial Pump Station - \$3,252,956.59 – 35%

- Garver: Wade Parks - wpparks@garverusa.com (713) 395-4285

City of Garland - Lavon Pump Station Backup Generator - \$2,499,169.00

- Gupta & Associates, Inc: Malanie Scallon

City of Richwood – ARPA Generators - \$2,499,169.00

- Strand Associates: Blake Faldyn – blake.faldyn@strand.com (979) 836-7937

TxDOT - Generator Infrastructure, S. Tyler AEM - \$383,169.00

- Texas Department of Transportation: Daphne Harris – Daphne.harris@txdot.gov (512) 765- 3527



Contracts on Hand

Prestonwood Forest Utility District – Wastewater Treatment Plant Emergency Power Generator Replacement - \$656,969.00

- Bleyl Engineering : Ronald Costello - rcostello@bleylengineering.com (936) 756-3661

Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - \$139,169.00

- WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

City of Taylor – Electrical Improvements Project - \$468,169.00

- HDR Engineering: Conor Stuart – conor.stuart@hdrinc.com (737) 230-7318

Fort Bend County Municipal Utility No. 134D – Harvest Green Lift Station No. 2 Generator Addition - \$129,169.00

- Quiddity Engineering: Ken Grafton – kgrafton@quiddity.com (713) 353-7322

West Travis County Public Utility – Southwest Parkway Pump Station Generator Installation - \$386,169.00

- Malone Wheeler: James Inocencio – jamesi@malonewheeler.com (956) 319-5546

Harris County Municipal Utility District No. 531 – Hidden Arbor Lift Station Generator Addition and Lift Station No. 1 - 213,469.00

- LJA: Shayna Helvey - shelvey@lja.com (713) 953-5200

Meadowhill Regional – MCC Wastewater Treatment Plant Replacement

- IDS Engineering Group: Kyle Malek - kmalek@idseg.com – (713) 462-3178



Project References & Experience

- Harris County Municipal Utility District No. 468 – Booster Pump Station Improvements - \$440,003.15
 - BGE, Inc: Gary Goessler - GGoessler@bgeinc.com (281) 744-5315
- City of Milford – 2020 TxCDBG Water Improvements – Emergency Generator - \$128,169.00
 - Freeman-Millican, Inc: Carlos Aguilar - caguilar@fmi-dallas.com (214) 952-0234
- Mission Bend Municipal Utility District No. 1 – Lift Station Electrical Improvements - \$122,669.00
 - Vogler & Spencer Engineering: Jolie Craft – Jcraft@vs-eng.com (713) 557-7787
- City of DeSoto – DeSoto Westmoreland ARPA Generator Improvements - \$694,946.00
 - Garver: Markay Brown – Mbrown@GarverUSA.com (318) 278-1110
- Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - \$139,169.00
 - WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

** The following projects were managed by Ruben Torres & Michael Clasen under their previous employer. The references are to supply information for these individuals apart from their previous employers.

- FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 – Third Storm Water Pump Station – Bid Package 4C – building interior
 - Contact: Jim Kidda – 832-731-3773
- FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 152 – Lift Station No. 1 Rehabilitation
 - Contact: Makayla Murski – 713-462-3178
- DOWDELL PUBLIC UTILITY DISTRICT – Water Plant No. 1 Demolition
 - Contact: Taylor Reed - 713-782-0042
- HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 81
 - Contact: Gary Gossler – 281-744-5315
- CITY OF LAREDO – Manadas Creek Wastewater Treatment Plant **\$9.8MM** – 2022
- CITY OF PFLUGERVILLE – Surface Water Treatment Plant Standby Generator **\$7.6MM** – 2021
- TEXAS DEPARTMENT OF CRIMINAL JUSTICE – Replace Primary Distribution System Wynne Unit **\$7MM** – 2019
- HARRIS COUNTY MUD 558 – Generator
 - Costello Engineering: Nicholas Pratkan – 713-783-7788
- CITY OF MADISONVILLE – Generator
 - Strand & Associates: Hollie Janecka, P.E. - 979-836-7937
- SOUR LAKE - Generator
 - Bleyl Engineering: Blake Barringer, P.E. - (936) 441-7833
- BEECHNUT MUD - MCC
 - Sander Engineering Corporation: Erik Miller, P.M. - (713) 784-4830



RFP # 2025-09 PUBLIC BID OPENING

Project No. DR-4586-0108

Project Name: Service Center Generator

Submissions Due Date:

Friday, May 16, 2025, at 10:00 AM CST

No Submissions after deadline were accepted.

BIDS WERE OPENED PUBLICLY AND READ ALOUD AT:

City Hall 1201 North Avenue H Freeport, TX 77541

On the following date and time:

Friday, May 16, 2025 at (10:00AM)

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526



SIGN IN SHEET

NAME	COMPANY	EMAIL
Leandro Morales	Metco Engineering	Leandro@metcoengineering.com
Esteran Cantu	Metco Engineering	esteran@metcoengineering.com
Clansa Fernandez	COF	Cfernandez@freeporttx.gov
Crystal Ruiz	COF	CRUIZ@freeport-tx.us
Ruben Torres	Texas Municipal & Industrial	rubenTorres@Texanmuni.com
Raymond Leal	mm & E	wayneb@mcDonaldInc.com
Ashlee Hurst	COF	ahurst@freeporttx.gov



BID TABULATION

[illegible]

Service Center Generator, DR-4586-0108



BID EVALUATION (IF APPLICABLE)

VENDOR	EXPERIENCE (MAX 40)	WORK PERFORMANCE (MAX 25)	CAPACITY TO PERFORM (MAX 35)	TOTAL SCORE	TOTAL OF PROPOSAL
Texas Municipal	40	25	35	100	201,680.43
McDonald Municipal	Not listed	Not listed	Not listed	—	151,649.00
Metco Engineering	40	25	35	100	341,405.00



SCORING CRITERIA

Experience:

- Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)
- Proposer's/Respondent's experience/past relationship with the City (Max 5 points)
- Experience of Project Manager or Site Superintendent (Max 10 points)
- The extent to which the goods or services meet the City's needs (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 40

Work Performance:

- Past Performance on similar projects of size and scope (Max 10 points)
- Management of Purchase Price/Pricing (Max 10 points)
- Quality of goods and services (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 25

Capacity to Perform:

- Experience of Staff (Max 10 points)
- A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)
- Adequacy to do the work assigned (Max 10 points)
- Professional Liability insurance in force (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 35

OVERALL TOTAL POSSIBLE: 100

Service Center Generator, DR-4586-0108

Page 313 of 578



McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

Name: City of Freeport
Service Center Generator # 2025-09
May 16, 2025

Bidder: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Contact: Wayne Berkenmeier, Vice President Special Projects
713-921-1368 (office): 713-202-4887 (cell)

WayneB@mcdonaldinc.com

To whom it may concern,

Please let this letter serve as an introduction to McDonald Municipal and Industrial (MM&I)- A Division of C.F. McDonald Electric, Inc. McDonald Electric has been in business for 68 years we are incorporated in the State of Texas with one office located in Houston, Texas. We have approximately 200 electricians, 10 estimators/project managers and 2 professional engineers on staff. We are licensed to complete construction projects in the State of Texas and our staff includes 3 master electricians, 10 project managers, and (2) Professional Electrical Engineers.

MM&I was founded in 2014 to provide turn key construction projects to our customers. Our firm completes an average of \$65M in construction projects each year and MM&I completes 100% of these projects as a general contractor as our contracts often include significant masonry, concrete, roofing, utility work, asphalt, mechanical concrete, chlorine systems, and various other scopes of work. MM&I has installed an average of 50 industrial generators per year for many City, County, State, and Federal organizations.

Thank you for considering us for award of your contract and we hope to be able to work with The City of Freeport on the proposed project.

Respectfully,

Wayne Berkenmeier
Vice President Special Projects

McDonald Municipal & Industrial – A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Dr. Houston, Texas 77017 Phone: 713-921-1368 Fax: 713-921-5109

Bid Proposal

City of Freeport – Service Center Generator
510 S Avenue A Freeport, Texas 77541
RFP # 2025-09

Insurance bonds, mobilization, permits and clean up in accordance with the plans and specs	LS	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
Prep concrete pad for generator	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Installation of a 150 KW natural gas generator mounted outdoors	LS	\$ <u>57,000.00</u>	\$ <u>57,000.00</u>
Security fencing with lockable gate installed around the generator	LS	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
Installation of gas piping and electrical modifications	LS	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
Any additional	LS	\$ <u>63,369.00</u>	\$ <u>63,369.00</u>

Total: \$ 151,469.00



Signature

Vice President Special Projects
Title

Date: May 16, 2025

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on May 16th, 2025.

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

Firm: _____ TIN: 74-1540453

Signed By: _____ Date: May 16, 2025

Printed Name: Wayne Berkenmeier Title: Vice President Special Projects

Phone #: 713-921-1368 Fax #: 713-921-5109

Email: Wayneb@mcdonaldinc.com Website: _____

Mailing Address: 5044 Timber Creek
Houston, Texas 77017

Delivery Address: 5044 Timber Creek
Houston, Texas 77017

END OF REQUEST

**MINUTES OF MEETING
OF
BOARD OF DIRECTORS
OF**

C. F. McDONALD ELECTRIC, INC.

A meeting of the Board Of Directors of the Corporation was held on this date and at the time and place set forth in the written waiver of Notice signed by the Chairman, fixing such time and place.

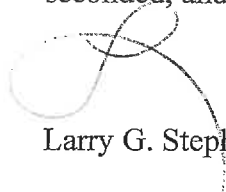
There were present the following:

Larry G. Stephenson, Chairman of The Board/Director
Harry Keller, Vice President
Diana Dollar, Secretary/Treasurer
Wayne Berkenmeier, Vice President Special Projects

The meeting was called to order by Larry G. Stephenson.

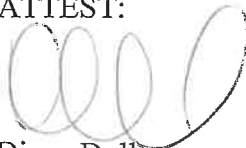
On the day, May 1, 2014, it was moved, seconded, and unanimously carried that Wayne Berkenmeier, acting as Vice President Special Projects of the Corporation, shall have the authority to sign, alone, all bid proposals, contracts and other legal of C. F. McDonald Electric, Inc., and/or McDonald Municipal and Industrial -A Division of C. F. McDonald Electric, Inc.

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, it was adjourned.



Larry G. Stephenson

ATTEST:



Diana Dollar

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5044 Timber Creek Drive

6 City, state, and ZIP code

Houston, TX 77017

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 4 - 1 5 4 0 4 5 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 01/16/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

Scheduled SAM Maintenance
Show Details
Feb 11, 2025



See All Alerts

FSRS.gov Role Migration is
Live
Show Details
Feb 4, 2025



Home

Search

Data Bank

Data Services

Help

< Core Data



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

**MCDONALD C F
ELECTRIC INC**

Active Registration

Unique Entity ID

CAGE/NCAGE

Expiration Date

TKYJJDMT2D49

0HRF6

Feb 12, 2026

Physical Address

5044 Timber Creek DR

Houston, Texas

77017-5954, United States

Mailing Address

5044 Timber Creek

Houston, Texas

77017-5954, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business URL
As (blank) www.mcdonald
inc.com

Division Name Division
C F Mcdonald Number
Electric Inc (blank)
Congressional State/Country
District of
Texas 29 Incorporation
Texas, United
States

Registration Dates

Activation Initial
Date Registration
Feb 14, Date
2025 Apr 23, 2002
Submission
Date
Feb 12,
2025

Owner CAGE Legal
Business
Name

Immediate (blank)(blank)
Owner

Highest (blank)(blank)
Level
Owner

Entity Dates

Entity Fiscal Year End
Start Date Close Date
May 1, Jul 31
1956

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric 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.

NONE

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Wayne Berkenmeier

May 16, 2025

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).

McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

The Contractor, _____, 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

Wayne Berkenmeier Vice President Special Projects

Printed Name and Title of Contractor's Authorized Official

May 16, 2025

Date

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

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

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

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

Wayne Berkenmeier

Vice President Special Projects

713-921-1368

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

NONE

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: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	Report Type: a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
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: <u>Wayne Berkenmeier</u> Title: <u>Vice President Special Projects</u> Telephone No.: <u>713-921-1368</u> Date: <u>May 16, 2025</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2025-1299485

Date Filed:
04/23/2025

Date Acknowledged:

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

McDonald Municipal & Industrial A Division of C.F. McDonald Electric, Inc.
Houston, TX United States

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

City of Freeport

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.

RFP # 2025-09
Service Center Generator

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Stephenson, Larry	Houston, TX United States	X	
	Berkenmeier, Wayne	Houston, TX United States	X	
	Keller, Harry	Houston, TX United States	X	
	Dollar, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wayne Berkenmeier, and my date of birth is 05/15/1970

My address is 5044 Timber Creek, Houston, Texas, 77017, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16th day of May, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
H & R Electrical Supply	281-382-7122	\$ 5,000.00

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.
5044 Timber Creek Drive
Houston, TX 77017

OWNER:

(Name, legal status and address)

City of Freeport
1201 N. Avenue H
Freeport, TX 77541

BOND AMOUNT: 5% of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Service Center Generator Bid #2025-09

Bond Number:

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2025.

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.

(Witness) Diane Dollar

(Principal)

Wayne Berkenmeier

(Title)

(Seal)

Vice President Special Projects

(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Amanda Naquin, Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; James R Jackson; Lisa Marroquin; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

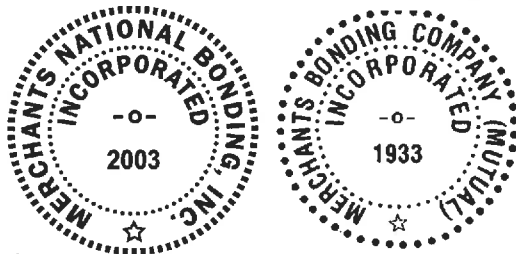
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of April, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

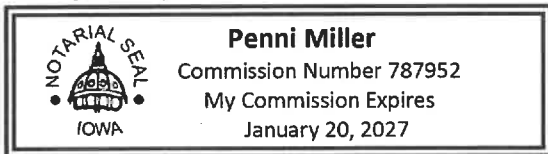
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



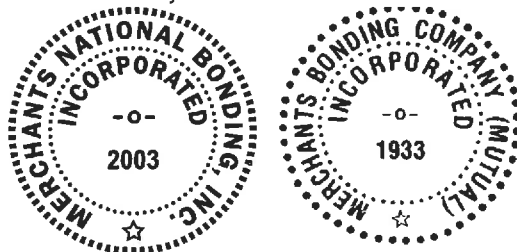
(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May, 2025.



Elisabeth Sandersfeld

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2025

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	CONTACT NAME: Michelle McCall
Risk Services of Louisiana	PHONE (A/C, No, Ext): (318) 797-2422
333 Texas Street, Suite 1000	FAX (A/C, No): (318) 795-4892
	E-MAIL ADDRESS: michelle-mccall@leavitt.com
Shreveport	INSURER(S) AFFORDING COVERAGE
LA 71101	INSURER A: The Phoenix Insurance Company
	INSURER B: The Charter Oak Fire Insurance Company
	INSURER C: Travelers Indemnity Company of Connecticut
	INSURER D: St Paul Surplus Lines Insurance Company
	INSURER E: Travelers Property Casualty Co. of America
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2025 LIAB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			DT-CO-A9854158-PHX	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-A9854331	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-B1-693789-25-MF	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB00A985440A	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability			25SPS4PL1PF	04/01/2025	04/01/2026	Prof each error omission 1,000,000 Poll - each condition 10,000,000 Poll aggregate 10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Freeport
1201 North Ave H

Freeport

TX 77541

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

AGENCY CUSTOMER ID: 00013661

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Risk Services of Louisiana		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Service Center Generator
RFP#2025-09



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Risk Services of Louisiana		NAMED INSURED C F McDonald Electric Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Complete Named Insured: C F McDonald Electric, Inc. ,
McDonald Municipal & Industrial, A Division of C F McDonald Electric, Inc.

Blanket additional insured with primary noncontributory wording as required by written contract for general liability, and automobile coverages

* Blanket waiver of subrogation as required by written contract for general liability, automobile and workers compensation coverages

* Blanket 30 day notice of cancellation except 10 days for non pay as required by writte contract for general liability, automobile and workers compenstaion

* Workers compensation coverage includes maritime and USL&H

* Pollution Professional liability policy includes Blanket additional insured including completed ops and primary non contributing along with waiver of subrogation and 30 day notice of cancellation . Also includes mold coverage.

* Umbrella is follow form



PROPOSAL FOR:

**CITY OF FREEPORT, TEXAS REQUEST FOR PROPOSALS
SERVICE CENTER GENERATOR
RFP #2025-09**

REQUEST FOR PROPOSALS

Freeport City Hall
1201 N Avenue H
Freeport, TX 77541

ATTN: Clarisa Fernandez, City Secretary
1201 North Avenue H
Freeport, TX 77541



PREPARED BY:

METCO Engineering
11120 Petal St. #B300
Dallas, TX 75238

METCO 
ENGINEERING

Sustainability
begins with
Energy

TABLE OF CONTENTS

TABLE OF CONTENTS	2
COVER LETTER	3
EXECUTIVE SUMMARY	4
CRITERIA I. KNOWLEDGE OF GENERATOR INSTALLATIONS IN TEXAS.....	6
CRITERIA II. EXPERIENCE WITH TDEM/HMGP GRANT COMPLIANCE.....	9
CRITERIA III. PROJECT MANAGEMENT CAPABILITY	11
CRITERIA IV. STAFF QUALIFICATIONS AND FIRM CREDENTIALS	14
1. Contact Information (Principal with Signing Authority):	14
2. Staff Qualifications	14
3. Firm Capabilities	22
4. Capability for Service Center Generator Project	25
5. Certifications and Affiliations	27
6. Case Studies	32
CRITERIA V. COMPETITIVE FEES.....	39
1. Pricing	39
2. BID Security/ BOND Requirements.....	40
3. Insurance Requirements.....	42
ADDENDA	43
ATTACHMENTS	44
Attachment 1. Certification Form.....	44
Attachment 2. W-9 Certificate.....	45
Attachment 3. CIQ Form.....	46
Attachment 4. Certificate of Lobbying.....	47
Attachment 5. Disclosure of Lobbying Activities Form.....	48
Attachment 6. Form 1295.....	49
Attachment 7. M/W- Owned Business Participation.....	50

COVER LETTER

May 16, 2025

1201 North Avenue H
Freeport, TX 77541

Dear Clarisa Fernandez,

METCO Engineering, Inc. is honored to support the City of Freeport in executing the Service Center Generator Project at its primary municipal facility. This critical infrastructure upgrade aligns with METCO's mission to deliver resilient, code-compliant, and energy-efficient power systems that enhance operational continuity and public safety. With a proven track record in public-sector energy infrastructure, METCO will apply its deep engineering expertise and integrated delivery capabilities to ensure the successful deployment of this standby power system for the Service Center.

As a Department of Energy-qualified Energy Services Company (ESCO), METCO brings significant experience in emergency generator installations for municipal and critical government facilities across Texas. We understand the regulatory, structural, and logistical demands of essential service installations, emphasizing system reliability, automatic transfer, code compliance, and minimal operational disruption. Our method prioritizes NFPA, NEC, IBC, and TDEM requirements while incorporating best practices for risk mitigation and performance assurance.

This project involves the full installation of a 350-kW outdoor generator on a concrete pad, secure fencing with bollards, gas piping connections, and necessary electrical upgrades. The system will be integrated with an automatic transfer switch for a reliable switchover during outages. All work will be executed with close attention to current standards, safety protocols, and municipal requirements to ensure a dependable and compliant installation.

METCO's team of licensed engineers, master electricians, and experienced project managers will work in close coordination with the City of Freeport from mobilization to commissioning. Our commitment includes detailed reporting, rigorous safety standards, stakeholder engagement, and strict schedule adherence to deliver a turnkey solution for the Service Center Generator Project.

METCO Engineering is proud to support the City of Freeport in enhancing the resiliency and functionality of its municipal infrastructure reinforcing the City's emergency preparedness and continuity of services through this essential generator installation project.

Sincerely,



Garet McInroe

METCO Engineering, Inc.

11120 Petal St. #B300, Dallas, TX 75238

garet@metcoengineering.com

Tel.: (214)334-3724

EXECUTIVE SUMMARY

On behalf of METCO Engineering, Inc., it is my pleasure to submit this proposal in response to the City of Freeport's request for the installation of a standby generator system at Service Center, located at 510 S. Ave. A, Freeport, TX 77541. METCO Engineering is the ideal partner to deliver this essential infrastructure upgrade, offering the highest value in project execution, public-sector experience, and risk-managed delivery. Our team is uniquely qualified to provide dependable results in system performance, safety, and long-term operational resilience.

The City of Freeport seeks to install a new 350 kW outdoor-rated generator system with gas piping, electrical modifications, security fencing, and site-specific structural enhancements. METCO has developed this proposal to meet the City's goals of enhanced reliability and continuity of municipal services by integrating durable, high-efficiency equipment and ensuring full compliance with applicable safety and construction standards.

METCO Engineering brings both deep technical capability and strong financial standing to fully support the project through completion. Our turnkey approach includes detailed pre-construction planning, site preparation, equipment procurement, installation, commissioning, and functional testing. The City will benefit from a single, accountable partner throughout the entire process ensuring consistent communication, adherence to schedule and budget, and delivery of a critical power system built for long-term reliability.

As a federally approved Energy Service Company (ESCO), METCO Engineering has unparalleled experience implementing a wide range of energy projects, including:

1) **Renewable Energy:** METCO offers a broad range of energy management solutions to help you reduce your energy costs. We use environmentally friendly sources that are economically viable and resilient to external factors. Our expert solutions include:

Solar and thermal Photovoltaic Systems:

- Renewable energy generation to meet your power demands.
- Reduced carbon footprint and increased cost savings in electricity bills.
- Advanced and efficient solar panel systems minimize reliance on the main grid.

District Energy Microgrids:

- Independent power plants run in small communities.
- Smart energy distribution system that works in parallel with the main grid.
- Clean and efficient energy to minimize your carbon footprint.

Energy Storage:

- Powerful energy storage solutions to store intermittent electricity from renewable sources.
- Efficient and reliable power backup in blackouts and natural disasters.
- A practical solution to smooth out variable energy outputs.

2) **Energy Efficiency:** METCO designs and installs long-term value solutions, including MEP and HVAC system installs/upgrades, building envelopes, deep energy retrofits, energy infrastructure

improvements, energy efficiency management and automations systems. Our state-of-the-art tools help you cut energy costs with time and resource efficiencies.

3) **Energy Supply Management:** Developing a strategy for adequate energy supply management requires extensive risk assessments, periodic monitoring, and maintenance or control evaluations of power distribution methods. METCO's experts provide efficient supply management services, including energy procurement and energy cost management, demand response, and Renewable Energy Certificates (RECs). Based on your unique system, we devise plans and effective techniques for power transmission that will benefit your bottom line over the long-term.

4) **Construction and Design:** METCO offers functional and aesthetic building services. We have extensive experience in multiple capacities whether it is Design Build (DB), Design-Bid-Build (DBB), General Contracting (GC), Construction Management (CM), Job Order Contracting (JOC), or any other service, our professional and tenured team utilizes advanced technologies to ensure optimal operations and pleasing visual aesthetics.

METCO Engineering, Inc. has extensive experience supporting public-sector clients—including municipalities, emergency response centers, and administrative facilities—with high-impact power infrastructure and mechanical system upgrades. As a federally approved Energy Services Company (ESCO), we have successfully delivered critical backup power and generator projects that enhance operational resilience, support continuity of government services, and align with state and federal emergency preparedness goals.

For this proposal, METCO Engineering offers the added advantage of being a subsidiary of an advanced energy technology firm, providing us with direct access to high-performance generator systems and auxiliary components at internal transfer pricing. This structural advantage allows the City of Freeport to realize greater project value compared to conventional procurement approaches. Our vertically integrated capabilities including civil preparation, electrical and gas integration, generator commissioning, and secure enclosure installation ensure a seamless and accountable delivery model for the Service Center Generator Project.

METCO has thoroughly reviewed the scope of work, including the structural slab, fuel delivery system, electrical modifications, security fencing, and critical load transfer requirements. Our technical team has developed a comprehensive execution plan that mitigates risk, ensures compliance, and aligns with current emergency management protocols. Our in-house Policy and Electric Markets (PEM) division continuously monitors applicable regulatory and code changes, enabling clients like the City of Freeport to remain fully compliant while optimizing access to potential future grant programs and energy incentives.

Our engineering and construction teams will work in close coordination with City officials to ensure alignment on project milestones and technical details. As part of our proposal, METCO is prepared to deliver stamped design drawings, equipment performance specifications and other requirements.

We appreciate the opportunity to submit this proposal and look forward to the potential of supporting the City of Freeport in delivering a robust, secure, and future-ready backup power system for its Service Center facility.

CRITERIA I. KNOWLEDGE OF GENERATOR INSTALLATIONS IN TEXAS

The deployment of standby generator systems in Texas municipal environments demands a deep understanding of multidisciplinary engineering principles, regional code compliance, environmental factors, and seamless coordination with utilities and local jurisdictions. For critical facilities such as Service Center in Freeport, the installation of a 350 kW outdoor generator with an automatic transfer switch (ATS) must be executed with precision, reliability, and adherence to rigorous technical standards. METCO Engineering, Inc. possesses comprehensive experience in generator installations throughout the state of Texas, particularly in the Gulf Coast region where resilience against extreme weather and utility outages is paramount.

Electrical Engineering and NFPA Code Compliance

At the core of any standby generator installation is its classification under the National Fire Protection Association (NFPA) 70® – National Electrical Code (NEC) and NFPA 110 – Standard for Emergency and Standby Power Systems. A 350 kW generator intended to support Service Center operations constitutes a Level 1 system under NFPA 110, necessitating the highest level of reliability and installation rigor due to the life-safety and public service continuity functions.

METCO's licensed professional engineers apply detailed system-level design, incorporating:

- **Load Analysis:** Conducted through digital modeling software (ETAP, SKM PowerTools) to evaluate peak kW/kVA demand, harmonic distortion, power factor, transient voltage dip, and motor-starting sequences for HVAC and emergency systems.
- **Generator Sizing & Configuration:** The 350 kW prime-rated set must be sized not just for base load but also for transient recovery time under NEC Article 700.5(B), ensuring voltage restoration within 10% in ≤10 seconds. Generator excitation systems are evaluated for short-circuit performance to clear downstream protective devices without nuisance tripping.
- **Automatic Transfer Switch (ATS):** Integration of a 3- or 4-pole ATS with open or closed-transition capability, UL 1008-rated, is essential. Our designs ensure ATS coordination with upstream circuit breakers, time-delay neutral settings, and inrush mitigation for sensitive electronics and IT systems.

Concrete Foundation and Structural Pad Engineering

Proper generator anchoring and vibration isolation is critical to ensure both mechanical integrity and code compliance in Texas's high-wind, hurricane-prone zones. METCO utilizes civil and structural engineers to design the generator pad to conform with:

- ACI 318-19 and ASCE 7-16 for structural loads, seismic restraint, and uplift resistance.
- TWIA Windstorm Certification (applicable to Freeport): Wind load calculations to at least 140–150 mph (per Exposure Category D), with stamped engineering drawings and field inspections for eligibility under Texas Windstorm Insurance Association policies.
- **Reinforcement Details:** A 4" slab, typically enhanced with #5 rebar at 12" OC EW and fiber-mesh additive, is cast on a 6" crushed stone subbase with integrated conduit stub-outs for both line and control cables.

- Vibration Isolation: Generator mounting includes neoprene isolators or spring-type vibration dampers to protect structural integrity and reduce harmonic transfer to adjacent structures.

Gas Infrastructure and Mechanical Coordination

The fuel supply, whether natural gas (preferred for municipal resiliency) or diesel, must be engineered to ensure uninterrupted runtime and regulatory conformity.

For natural gas installations:

- Gas Load Calculation: The 350 kW unit (typically requiring ~8,000–12,000 SCFH at full load) is modeled based on BTU/hr demand curves provided by OEM specs. Line sizing adheres to IFGC Table 402.4 (Gas Pipe Sizing) and pressure drop limitations are validated under both low- and high-pressure scenarios.
- Gas Metering and Regulation: Interface with CenterPoint Energy for the installation of a dedicated commercial-grade gas meter, including secondary regulators for 2–5 psig systems. We ensure appliance regulators are lock-up type and fail-safe compliant.
- Seismic and Corrosion Control: Gas piping is protected with dielectric unions, seismic bracing, and polyethylene sleeving at all concrete penetrations. Horizontal runs are anchored per MSS SP-58 guidelines.

If diesel-fueled, METCO designs UL-142 double-wall day tanks with venting per NFPA 30 and spill containment provisions, along with overfill protection and annual tank integrity testing.

Electrical Distribution and Utility Interconnection

Freeport Service Center's existing electrical infrastructure must be modified to integrate the generator with minimal service disruption. METCO's field survey and arc flash analysis determine the point of connection typically between the main switchboard and the ATS.

- One-Line Diagram Engineering: We develop stamped engineered drawings showing generator output breakers, conductor sizing (XHHW or THWN-2), fault current withstand ratings, and upstream/downstream coordination.
- Selective Coordination Study: Ensures that short-circuit faults do not propagate, by using time-current curves and breaker settings that isolate only the faulted zone. All components are evaluated for compliance with NEC 240.87 (Arc Energy Reduction) and OSHA 1910 Subpart S.
- Neutral Grounding: We design proper neutral-ground bonds (solid or resistance-grounded) with attention to parallel paths, particularly in 4-pole transfer switch applications to prevent circulating currents.
- Grounding and Bonding: The generator grounding electrode system (GES) is designed per NEC 250, typically consisting of driven rods or ground rings with ≤ 5 ohm impedance, tested and recorded during commissioning.

Site Security and Physical Protection

The RFP requires security fencing with bollards for vehicular impact protection. METCO's civil team designs:

- Perimeter Fencing: 8' chain link with privacy slats or anti-climb mesh, using Schedule 40 posts set in concrete footings, compliant with ASTM F567. Gate access includes heavy-duty padlocks and tamper-resistant hinges.
- Traffic Bollards: 6" diameter steel bollards, spaced 4' on center in high-traffic zones, embedded to a depth of 3'-6" in 3,000 psi concrete with dome caps and high-visibility paint or powder coating.

Commissioning, Load Testing, and Documentation

All generator installations by METCO are subject to rigorous commissioning protocols, including:

- Factory and Site Acceptance Testing (FAT/SAT) per NETA ATS standards.
- Load Bank Testing: Resistive and reactive load testing up to 100% rated kW for ≥ 2 hours, verifying voltage regulation, frequency stability, and thermographic scanning of all terminals under load.
- ATS Simulation Testing: Manual and automatic transfer tests with real-time utility disconnects to ensure load transfer, retransfer timing, and load-shed sequencing are within spec.
- Control Systems Configuration: Integration with SCADA/BAS if applicable, including Modbus TCP/IP or BACnet communications for real-time status and remote alarming.
- As-Built Documentation: Issuance of signed one-line diagrams, operation & maintenance (O&M) manuals, commissioning logs, warranty certificates, and TDEM-compliant project closeout packages.

The installation of a 350 kW generator with ATS at Freeport Service Center represents a critical investment in the City's operational resilience. With extensive experience in generator deployments across Texas municipal facilities, METCO Engineering, Inc. applies a technically rigorous, standards-compliant, and performance-driven approach. Our depth of knowledge spanning electrical design, gas infrastructure, structural resilience, code adherence, and grant-funded project delivery ensures a turnkey solution that meets and exceeds the expectations outlined in the City of Freeport's RFP.

CRITERIA II. EXPERIENCE WITH TDEM/HMGP GRANT COMPLIANCE

Implementing critical infrastructure projects funded by the Texas Division of Emergency Management (TDEM) through the Hazard Mitigation Grant Program (HMGP) requires a comprehensive understanding of federal and state compliance protocols, financial tracking systems, environmental documentation, and procurement procedures. METCO Engineering, Inc. has a proven track record in delivering FEMA/TDEM-funded energy resilience and emergency power projects across Texas, meeting all technical and administrative standards associated with 44 CFR, 2 CFR Part 200 (Uniform Guidance), and FEMA Policy 206-21-0002 for hazard mitigation assistance.

Familiarity with Grant Lifecycle and Milestone Coordination

Our project teams are deeply familiar with the full lifecycle of TDEM-administered HMGP awards from application development and Benefit-Cost Analysis (BCA) justification to Environmental and Historic Preservation (EHP) compliance, construction milestones, and final project closeout. METCO maintains internal controls and reporting mechanisms that align with FEMA's Program Management and Grant Oversight (PMGO) guidelines. During project execution, we utilize tools such as Schedule of Values (SOVs), critical path method (CPM) scheduling, and task-based Earned Value Management (EVM) to ensure transparency and traceability of all activities relative to the grant timeline and performance benchmarks.

We coordinate closely with sub-recipients and the TDEM project officer to track performance milestones using FEMA's GO system, ensuring that quarterly progress reports (QPRs), Requests for Reimbursement (RFRs), and site monitoring documentation are submitted in accordance with grant conditions. Each submittal includes detailed tracking of eligible costs, match requirements, and supporting evidence such as certified payrolls, material receipts, and site photographs. Any project scope modification is formally initiated via the Scope Change Request process and documented with revised budgets and environmental impact statements, if required.

Environmental and Historic Preservation (EHP) Documentation

All generator projects under HMGP funding require rigorous compliance with EHP policies to ensure minimal adverse impact on cultural, environmental, and historical resources. METCO engineers and grant compliance specialists collaborate with state and federal agencies to conduct environmental assessments (EAs), and where required, develop categorical exclusion (CATEX) documentation supported by GIS mapping, species impact reports, floodplain maps, and public notice dissemination.

For generator placements such as the one proposed at Freeport Service Center, METCO ensures all slab and infrastructure work is outside the 100-year floodplain and, if not, complies with FEMA's Executive Order 11988 guidance. We also confirm that fuel storage systems meet secondary containment regulations and are located in compliance with State Implementation Plans (SIPs) under the Clean Air Act. SHPO (State Historic Preservation Office) coordination is undertaken to ensure no historical structures or archeological zones are adversely affected by excavation, trenching, or utility modifications.

Procurement and Davis-Bacon Act Compliance

TDEM/HMGP projects must be procured in accordance with 2 CFR 200.318–326, requiring full adherence to open, competitive, and transparent procurement practices. METCO supports public entities in developing FEMA-compliant Requests for Proposals (RFPs), scoring matrices, and contractor selection protocols that withstand audit scrutiny. We ensure proper inclusion of federal contract provisions such as equal opportunity clauses, Byrd Anti-Lobbying Amendments, and debarment certifications.

All subcontractors and vendors are managed in accordance with Davis-Bacon and Related Acts (DBRA), requiring prevailing wage verification, certified payroll submissions, and labor standards interviews. Our compliance team ensures contractor wage decisions (WDs) from the U.S. Department of Labor are incorporated into bid packages and that weekly payroll submissions are verified against employee classifications, fringe benefits, and hours worked.

Financial Management and Cost Tracking Systems

Successful administration of HMGP grants depends on accurate, auditable financial tracking of all expenditures. METCO utilizes a layered cost accounting system that assigns unique budget object codes to each cost category (materials, labor, equipment rental, subcontractor, indirect overhead) and links expenditures to FEMA's allowable and non-allowable cost criteria. We integrate these systems to generate reports that are fully reconciled with FEMA Form 90-91 and SF-425 Federal Financial Reports.

We also provide documentation that supports local match requirements, in-kind contributions, and insurance offsets as part of the grant funding equation. When requested, we assist municipalities with Single Audit Act compliance by preparing documentation packages that include time and effort reports, general ledgers, invoice receipts, payment authorization records, and bank statements for FEMA/TDEM audit review.

Project Closeout and Documentation Retention

Final project reconciliation and closeout under TDEM/HMGP requires meticulous documentation retention for a minimum of three years post-award closeout. METCO delivers all project closeout materials including as-built drawings, commissioning reports, warranty documentation, and photographic evidence of completed work in formats consistent with FEMA's audit guidance. We conduct internal compliance reviews and third-party quality assurance inspections to validate that all work was completed to the scope and performance criteria established in the grant award documentation.

We also support municipalities in drafting closeout narratives and submitting final performance reports that quantify achieved mitigation outcomes, power continuity improvements, and long-term risk reduction. These narratives are supported by quantitative performance metrics, such as annual generator runtime hours, transfer response times, and reductions in downtime during utility failures.

METCO Engineering, Inc. brings over two decades of specialized experience navigating the technical and administrative demands of FEMA-backed generator installations across Texas. For the City of Freeport, our team is fully equipped to manage every aspect of TDEM/HMGP compliance from environmental documentation to commissioning, reimbursement tracking, and post-completion audit readiness.

CRITERIA III. PROJECT MANAGEMENT CAPABILITY

Successful delivery of the Service Center Generator Installation project for the City of Freeport requires a project management structure that ensures regulatory compliance, technical precision, construction oversight, schedule fidelity, and budget control. METCO Engineering, Inc. employs a proven project management methodology in alignment with the Project Management Institute's (PMI) PMBOK® Guide, reinforced by real-world experience managing FEMA- and TDEM-funded infrastructure projects across Texas. The following outlines our capabilities across all key project management domains.

Project Planning and Scope Control

At project initiation, our team will develop a comprehensive Project Management Plan (PMP) that delineates scope, identifies all deliverables, and integrates task sequencing through a Work Breakdown Structure (WBS). Scope control mechanisms will be established to ensure all contract requirements such as prepping of the concrete pad, installation of the 350 kW outdoor generator with weatherproof enclosure, ATS configuration, gas piping integration, and installation of security fencing and bollards are met in accordance with project specifications and local codes.

Our scope control procedures involve baseline documentation, variance tracking, and integrated change control processes, which are particularly essential in publicly funded projects to prevent scope creep and to maintain eligibility of reimbursable activities under 2 CFR § 200.403.

Schedule Management

The project schedule will be developed using Critical Path Methodology (CPM) within a MS Project environment, mapping all major construction and installation milestones site preparation, slab curing, electrical/gas rough-in, generator delivery, transfer switch testing, commissioning, and final inspection. Float calculations and path dependencies will be used to evaluate timeline sensitivity and identify risks of delay.

Time management includes not just planning, but real-time monitoring of schedule performance through Earned Value Management (EVM) metrics such as Schedule Performance Index (SPI). This allows proactive adjustment of sequencing, work crew allocation, or procurement lead times to maintain schedule integrity. We also coordinate closely with utility providers for timely gas connections and electrical utility coordination.

Cost Management and Grant Budget Alignment

Cost planning is executed in strict compliance with 2 CFR Part 200 Subpart E, ensuring accurate labor, materials, subcontractor, and equipment estimates. We utilize parametric and bottom-up estimation models for bid submission, followed by real-time cost control through cost-loaded schedules and project accounting.

Throughout the project, our Certified Government Financial Managers (CGFM) and project accountants maintain full grant alignment, ensuring that all expenditures remain within the approved budget and meet the allowability standards set forth by the TDEM Mitigation Division and FEMA HMA Unified Guidance. Our cost tracking systems are designed to flag cost variances early and support reimbursement documentation in the FEMA Grants Portal, fully audit-ready for post-award closeout under 2 CFR § 200.344.

Quality Assurance and Construction Oversight

Our Construction Quality Management Plan (CQMP) is modeled on U.S. Army Corps of Engineers standards and includes Material Submittal Logs, Inspection Test Plans (ITPs), and pre-pour, pre-backfill, and pre-commissioning inspections. Generator installation will conform to NFPA 70 (NEC), NFPA 110, and IEEE Standard 446, ensuring critical power infrastructure reliability.

Field QA personnel verify foundation compaction, slab rebar spacing, anchor bolt placement, and that generator and ATS enclosures meet NEMA 3R/4X standards for weather resistance. Our team certifies that all equipment including the 350 kW generator is factory-tested and site-tested in accordance with manufacturer requirements and commissioning protocols under NFPA 110 Chapter 7.

Risk Management

We employ a formal risk identification and mitigation framework that includes risk registers, probability-impact matrices, and contingency planning. For a project involving generator installation at a critical facility like Service Center, key risks include:

- Supply chain disruption for the generator unit
- Inclement weather delaying slab curing or utility trenching
- Conflicts with existing underground utilities
- Safety compliance during fuel and gas pipe integration
- Coordination delays with CenterPoint Energy or relevant utility

Each risk is tracked in our Risk Management Plan (RMP), and mitigation actions are assigned and reviewed in weekly progress meetings.

Stakeholder Communication and Coordination

We designate a dedicated Project Manager (PM) who serves as the single point of contact for City of Freeport staff, contractors, utility representatives, and TDEM personnel. All communication is managed through structured meetings, weekly status reports, RFI logs, and submittal logs.

During construction, our field superintendent maintains daily reports and coordinates safety briefings, permitting status, traffic control, and site access logistics. We also liaise directly with TDEM mitigation officers to ensure ongoing grant compliance, quarterly performance reports, and change request justifications meet TAC Title 37, Part 1, Chapter 7 and FEMA's Program Administration by States (PAS) delegation policies under 44 CFR § 206.437.

Safety and OSHA Compliance

All field work complies with OSHA 29 CFR 1926, especially as it pertains to trenching (Subpart P), electrical safety (Subpart K), and fall protection (Subpart M). Job Hazard Analyses (JHAs) are performed daily and reviewed in tailgate meetings. For natural gas piping and generator wiring, Lockout/Tagout procedures conform to 29 CFR § 1910.147, with all confined space and energized work activities requiring written permits and safety watch.

METCO's Experience Modification Rate (EMR: 0.60) remains below 1.0 over the past five years, reflecting our proactive safety culture and investment in continuous safety training.

Commissioning, Closeout, and Warranty Management

Once installation is complete, the generator system will be commissioned per NFPA 110 and the automatic transfer switch (ATS) tested for functional response and load simulation. A load bank test will be performed and documented. Final as-built drawings, OEM documentation, operations manuals, and training materials are submitted at closeout in both digital and hard-copy form.

The project will undergo a final inspection by the City and any Authority Having Jurisdiction (AHJ). Final payment application and grant closeout documentation will be submitted to TDEM in accordance with 2 CFR § 200.344. Warranty terms are managed through our field service division, which also supports preventive maintenance programs if elected by the City.

CRITERIA IV. STAFF QUALIFICATIONS AND FIRM CREDENTIALS

1. Contact Information (Principal with Signing Authority):

Garet McInroe
(COO/ Senior Project Manager)
METCO Engineering, Inc.
11120 Petal St. #B300, Dallas, TX 75238
Email: garet@metcoengineering.com
Tel.: (214)334-3724

2. Staff Qualifications

The successful implementation of the City of Freeport's Service Center Generator Project requires a multidisciplinary project team with verified credentials, technical licensure, field experience, and proven knowledge of public infrastructure and FEMA/TDEM-funded mitigation projects. METCO Engineering, Inc. has assembled a project-specific team composed of professional engineers, project managers, superintendents, and compliance personnel all with extensive qualifications related to emergency generator system design, installation, and commissioning for critical government facilities in Texas.

At METCO Engineering, we pride ourselves on the strength and expertise of our team. Each member brings a wealth of experience and a commitment to excellence in rooftop solar installation. Below, we outline the qualifications and strengths of our team members and organization.

Barry Bagheri – CEO

- Mr. Bagheri is a registered Professional Engineer with over 30 years of experience in United States as well as England and Europe in Electrical, Mechanical and HVAC Systems Control Engineering. He has specialized in design and build of Control Systems, Building Automation Systems, Energy Management and Power Distribution for public and private facilities, such as municipal buildings, schools, universities, and hospitals. Mr. Bagheri has an outstanding background with demonstrated success applying Control Theory and Instrumentation and Advance Technology Design in Diverse Industrial Environments. As METCO's lead engineer, Mr. Bagheri mentors and guides the staff to assure total quality of all engineering and construction efforts.

Cliff Braddock – Design Manager

- Mr. Braddock's extensive experience in the energy and HVAC industry is unmatched by others. Mr. Braddock is a Certified Energy Manager, LEED Accredited Professional, and a AHRAE Lifetime Member. He brings deep experience and knowledge of both sides of the meter. For electric and gas utilities, Cliff launched Austin Energy's multi-million dollar district energy business comprised of multiple onsite cooling and CHP systems that supply energy to over 20 MSF of buildings and \$20M+ annual revenue. Mr. Braddock continues to develop large scale innovative projects delivering guaranteed energy savings for customers seeking a resilient and sustainable clean energy future. Mr. Braddock has the vision and hands on experience to transform

customers into world class energy efficient operators. He has the right balance of technical know how and financial prowess to deliver successful results across all customer classes. Cliff leads METCO's business development team in assessing opportunities for our customers as they seek pathways to a clean, sustainable and reliable energy future.

Garet McInroe – COO/Senior Project Manager

- Mr. McInroe has a bachelor's degree in Construction Science and is a Certified Energy Manager (CEM), Construction Manager Building Information Modeler (CM-BIM), NABCEP Certified PV Solar Installation Professional and a Project Management Institute (PMI) Project Management Professional (PMP). Garet has over 25 years of experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. With a unique skill set and emphasis on efficiency and technology, Garet has the expansive knowledge to provide the service needed for a successful project. Garet has managed over \$100 million in Energy Service contracts all of which include Solar scopes.

Kevin Seok – Program Manager

- Mr. Seok brings a unique blend of military discipline and extensive experience in the solar industry to our team. As a Korean Military Veteran, Kevin's background instills a sense of leadership, resilience, and dedication to excellence in all endeavors. With over 10 years of experience in both commercial and residential solar installations, Kevin has established himself as a seasoned professional in the field. His expertise encompasses a wide range of projects, from small-scale residential installations to large solar farms in Korea. Kevin holds nationally recognized certifications, including the NABCEP PV Installation Professional certification and PV System Inspector certification, demonstrating his commitment to maintaining the highest standards of quality and safety. Additionally, he is a master electrician, further enhancing his credentials and expertise in electrical systems. Throughout his career, Kevin has successfully completed over 20 megawatts of commercial PV solar installations, solidifying his reputation as a subject matter expert in the solar field. His track record of delivering exceptional results and his in-depth knowledge make him an invaluable asset to our organization.

Brian Hogan – Project Manager

- Brian has been an integral part of the industry since 2011, bringing a fresh perspective and innovative approach to our team. With over 20 years of B2B experience, Brian possesses a deep understanding of business dynamics and client relations, which he seamlessly integrates into our rooftop solar projects. Brian has played a crucial role in the successful completion of numerous commercial solar projects, leveraging his extensive B2B experience to forge strong partnerships and drive project success.

Bill Loulousis – Master Electrician

- Bill has been with GLN for over 10 years. Bill handles installing or repairing electrical systems. Drawing up plans, applying for permits, laying wire and participating in inspections, as well as keeping OSHA safety best practices and guidelines. Bill was the master electrician on multiple GLN projects to include: Graham Packaging: GLN upgraded all fixtures across 19 sites in US and

Mexico for Graham Packaging. GLN managed all aspects of the projects and continues to advise Graham on future lighting opportunities. Nestle Waters: GLN installed fully intelligent Lighting fixtures across all sites in the US and Canada . GLN managed all aspects of the install to include energy audit, design, install, project management and rebate procurement.

John Pettinelli – Project Foreman

- Over 20 years with the US Marine Corps, John continued his career in construction project management. John plans and executes multiple complex projects, overseeing budgets, resources, safety, in both public and private facilities. John has hands on as well as management experience with the conception and implementation of multiple types of projects including developing project scope, selections of designers and subcontractors, plus the development and monitoring of project schedules and budgets. Energy management and operations has been a major component with all of his career assignments.

Josh Cannon – Project Assistant Foreman

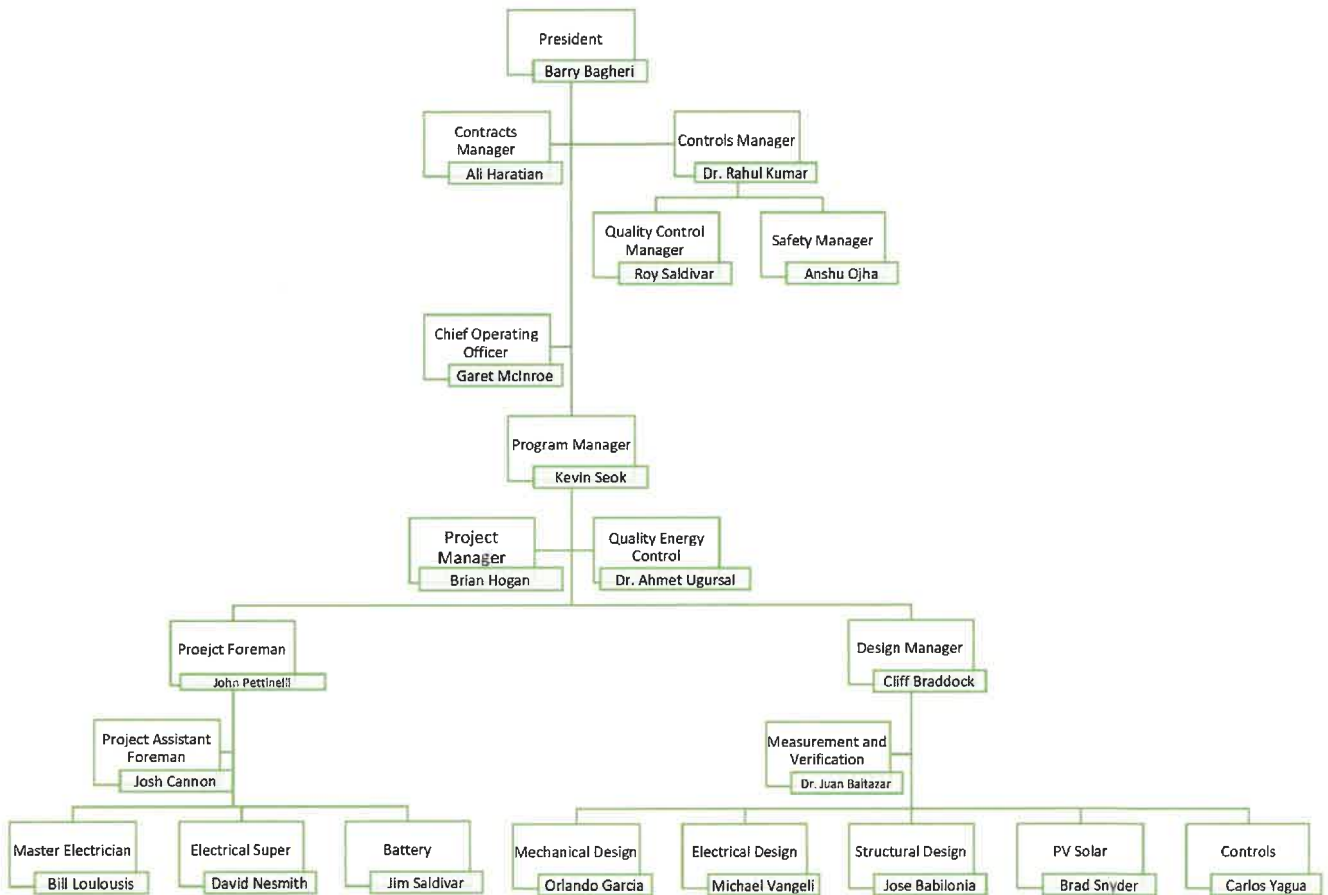
- Josh Cannon began his career in the solar industry in 2014, marking the start of his journey in the field. With a clear problem-solving mindset and a commitment to excellence, Josh has proven to be a valuable member of our team. Throughout his tenure in the solar industry, Josh has demonstrated his ability to lead projects to successful completion. His proactive approach to problem-solving and attention to detail have contributed to the smooth execution of various projects. Josh has played a significant role in several major megawatt projects across Texas and Louisiana, showcasing his versatility and expertise in managing complex installations.

Outside Operation Team

- At METCO Engineering, we prioritize safety, expertise, and professionalism in all aspects of our operations. That's why we exclusively employ licensed electricians for our outside operation team members. Whether it's handling a ladder or terminating wires, every task related to electrical projects requires the skill and knowledge of a qualified electrician.

Licensed Electricians

- Our team consists solely of licensed electricians who have undergone rigorous training and testing to obtain their credentials. This ensures that every member of our team is equipped to handle electrical tasks safely and efficiently.



Staff Qualifications

PE	Professional Engineers (Electrical & Mechanical)
CEM	Certified Energy Manager
CSE	Controls System Engineers
CDSM	Certified Demand Side Manager
LEED AP	Leadership in Energy and Environmental Design
PMP	Project Management Professional
CM-BIM	Construction Manager Building Information Manager
PCC@	Professional in Continuous Commissioning@

Barry Bagheri (P.E, CSE, ELE)



CEO

METCO Engineering, Inc.
Associated since 2004

CONTACT

barry@metcoengineering.com

PROFILE

With over three decades of expertise across the United States, England, and Europe, Mr. Bagheri is a seasoned Professional Engineer specializing in Electrical, Mechanical, and HVAC Systems Control Engineering. His proficiency extends to designing and constructing Control Systems, Building Automation Systems, Energy Management, and Power Distribution for diverse facilities, including municipal buildings, schools, universities, and hospitals.

As METCO's lead engineer, Mr. Bagheri excels in applying Control Theory and Advanced Technology Design in various industrial environments, ensuring top-tier quality in engineering and construction efforts while guiding and mentoring the METCO staff.

SKILLS / AFFILIATIONS

- Registered Professional Engineer (PE) in the State of Texas #99457
- Chartered Engineer in the United Kingdom
- Professional Affiliation: U.S. Green Building Council
- IT Renovation and System Design
- Data & Server Rooms Renovations and Design
- Solar Installation and Design
- Hydrogen Fuel Cells Installations and Design
- HVAC System and Control Design
- Mechanical, Electrical and Plumbing Design
- Systems and Control Design

EXPERIENCE

METCO Engineering, Inc.

34 Years of Experience in Electrical, Mechanical, and HVAC Systems Control Engineering

EDUCATION

- **MS in Measurements & Control:** Institute of Royal Charter, England
- **BS in Engineering Systems & Control:** University of England, England
- **BS in Electrical Engineering:** Huddersfield University, England
- **BS in Technology Engineering:** Wellingborough Technical College, England

Cliff Braddock

CEM, LEED AP, Eco Districts AP



Director of Design and Business Development

METCO Engineering, Inc.
Associated since 2017

CONTACT

cliff@metcoengineering.com

PROFILE

With unparalleled experience in the energy and HVAC industry, Mr. Braddock stands out for his comprehensive understanding of both sides of the meter. Continuing to spearhead large-scale innovative projects, Mr. Braddock specializes in delivering guaranteed energy savings, contributing to a resilient and sustainable clean energy future.

SKILLS / AFFILIATIONS

- ROI Analysis/Proformas
- Innovative Energy Solutions
- Green Sustainable Design
- Long-Term Strategic Planning and Implementation
- Electrical and Mechanical Engineering
- Energy Services Agreements
- Utility Policy and Regulations
- Project Development and Implementation
- HVAC and Microgrid design
- Central Plant Operations

EDUCATION

- **Master of Business Administration:** Louisiana State University, Louisiana, USA
- **BS in Electrical Engineering:** Louisiana Tech University, Louisiana, USA

EXPERIENCE

34 Years of Experience in Energy and HVAC Industry.

- Successfully launched Austin Energy's district energy business, a multi-million-dollar initiative encompassing onsite cooling and CHP systems, generating over \$20M in annual revenue for over 20 million square feet of buildings.
- Transformed customers into world-class, energy-efficient operators, striking the right balance between technical expertise and financial acumen.
- Past President and all chairs of the American Society of Air Conditioning and Refrigeration Engineers (ASHRAE)
- Past Regional Vice President of the Association of Energy Engineers and Austin-San Antonio Chapter
- Board Member and Committee Chair of U.S. Green Building Council (Texas Chapter)
- Board Member National Association of Energy Service Companies
- Past Board Member and multiple Committee Chairs International District Energy Association/Austin Disaster Recovery Network
- Lakeway Church Bldg Committee & Sunday School Teacher



Garet McInroe

CEM, PMP, CM-BIM

COO/Senior Program Manager
METCO Engineering, Inc.
Associated since 2016

CONTACT

garet@metcoengineering.com

PROFILE

With certifications in Energy Management, Project Management, Microsoft Office, and Autodesk Revit, Mr. McInroe combines a robust educational foundation with over two decades of practical experience.

SKILLS / AFFILIATIONS

- Association of Energy Engineers: CEM (Certified Energy manager)
- Associated General Contractors of America: CM-BIM (Building Information Modeling)
- Autodesk Revit Certified Professional (Building Information Modeling)
- Autodesk Revit MEP 2015 Certification
- Autodesk Revit Architecture 2011 Certification
- Autodesk Revit Architecture 2012 Certification
- Microsoft Certified Professional: Excel, PowerPoint, Word and Outlook

EXPERIENCE

2020-Till Date

Senior Program Manager (Solar): *Sunsprint Engineering*

2016-Till Date

COO/Senior Program Manager: *METCO Engineering Inc.*

2012-2015

Project Manager: *SGI Construction Management (SGI)*

2009-2012

Consultant: *Rotech Consulting*

2006-2009

Project Engineer: *Consolidated Contracting Services*

20 Years of Experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. Some of the notable projects is:

- TAMU ESL ESPC 01 and ESPC 02
- Gordon Swift Project
- UNT JOC (Job Order Contract)
- Eastfield College Chemistry Lab
- Alief Bissonnet-HVAC Replace
- Irving ISD JOC
- Jack Evans Card Access
- Henry Wade VAVs Replacement
- George Allen AHU02 and Hall of State Chiller Replacement
- Children Aquarium at Fair Park
- Cook Chill Flooring

EDUCATION

- **BS in Construction Science (School of Architecture):**
University of Oklahoma,
Oklahoma, USA



Orlando Garcia (P.E.)

Mechanical Design

METCO Engineering, Inc.
Associated since 2019

CONTACT

SKILLS

- Problem Solving all HVAC issues
- Strong understanding of Energy
- Existing building BAS programming and recalibration
- All "Office" programs
- Programming Database with Access

EDUCATION

BS in Mechanical Engineering
Texas A&M Kingsville

AWARD

- Obtained my P.E. by examination May 2002
- Became LEED AP in 2006

PROFILE

Mr. Garcia has a Bachelor's degree in Mechanical Engineering. Garcia has over 28 years of work experience including energy optimization and HVAC:

As account manager for commercial and industrial customers he performed energy and rate analysis. As an MEP engineer created mechanical designs for HEB throughout Texas/Created energy simulations utilizing the Carrier HAP program: Hospital and Healthcare.

Orlando performed duties of engineer, estimator, project manager while meeting the responsibilities of salesman for HVAC Projects. He carried the Engineering License for the company. Performed duties to get customers recognized as Energy Star sites by the DOE under his engineering license.

As a vital part of the METCO team, he guides customers to become energy efficient and resilient by combining many years of field experience with the implementation of Energy Star programs with a unique skill set. Garcia has the expansive knowledge to provide the service needed for a successful project.

EXPERIENCE

- Leads field information gathering team and developed programs to analyze energy use and energy optimization for Houston Community College, Houston Airport System, City of Houston.
- 17 years with a leading Mechanical Service contractor in Houston
- Design/Build Engineer for HVAC, Process Cooling and Energy optimization for customers list that includes:
Goodyear, Total, Oxy Chem, Shell Refining Dreyer's Ice Cream
- Extensive knowledge of BAS and programming and troubleshooting troubled buildings
- 8 Years of Energy, HVAC and Controls experience solving issues for industrial and commercial customers while performing duties and Electricity Utility Companies and MEP Design Engineers

3. Firm Capabilities

METCO Engineering Inc. is a full-service energy engineering, design-build, and infrastructure modernization firm with a proven track record of delivering high-performance projects across the public and private sectors. Headquartered in Dallas, Texas, METCO is a Department of Energy (DOE)-Qualified Energy Services Company (ESCO) that specializes in comprehensive energy and infrastructure solutions, including mechanical, electrical, and plumbing (MEP) design, HVAC system replacement, energy efficiency retrofits, distributed generation, microgrids, and building automation systems.

Founded in 2004 and headquartered in Dallas, Texas, METCO Engineering, Inc. is a premier engineering and construction services firm specializing in MEP (Mechanical, Electrical, and Plumbing) design, installation, and energy efficiency solutions. Since its inception, METCO has built a reputation for providing innovative engineering solutions and delivering turnkey projects, particularly in the fields of energy efficiency, renewable energy, and sustainability. Over the years, METCO Engineering has expanded its service offerings to include a full range of Energy Performance Contracting (EPC) services, making the company one of the leading providers of comprehensive energy solutions for both public and private sectors.

METCO's team of seasoned engineers, project managers, and technicians possesses extensive experience in the design, implementation, and management of complex engineering projects. The company's expertise spans energy audits, energy-efficient retrofits, solar photovoltaic (PV) installations, HVAC system upgrades, electrical system upgrades, and more. With a strong track record of successful projects across Texas, METCO has become a trusted partner for government agencies, municipalities, school districts, and commercial businesses looking to reduce energy costs and enhance building performance.

In 2014, METCO Engineering made a strategic decision to broaden its focus and became a leading EPC contractor, providing not only engineering design but also installation, commissioning, and long-term operations and maintenance (O&M) services. This transition enabled the company to deliver holistic solutions that encompass all phases of the project life cycle, from design and procurement to construction and ongoing maintenance, ensuring that clients receive the highest quality solutions at every stage.

Mechanical, Electrical & Plumbing (MEP) Engineering and Design-Build Services

METCO provides end-to-end MEP services, from conceptual design and construction documentation to installation and commissioning. The firm's engineers are licensed in multiple states and possess deep expertise in:

- High-efficiency mechanical system design
- Central plant upgrades
- High-voltage and low-voltage electrical distribution
- Domestic water, sanitary, storm, and gas plumbing systems

All MEP systems are engineered for lifecycle performance, code compliance, energy optimization, and future scalability. METCO employs Building Information Modeling (BIM) and 3D scanning to coordinate MEP systems in dense retrofit environments and eliminate field conflicts during construction.

HVAC System Replacement and Modernization

One of METCO's core competencies is the replacement and modernization of HVAC systems in institutional, commercial, and industrial facilities. The firm specializes in:

- Rooftop unit (RTU) replacement
- Variable refrigerant flow (VRF) systems
- Chillers, boilers, and air handling units (AHUs)
- Demand-controlled ventilation (DCV) and energy recovery ventilation (ERV)
- Integration with Building Automation Systems (BAS)

METCO evaluates existing systems, performs thermal load calculations, and designs replacement solutions that improve energy efficiency, indoor air quality (IAQ), and occupant comfort. All HVAC replacements are carefully coordinated with structural, electrical, and control systems, and include comprehensive commissioning, factory startup, and warranty management.

Building Automation and Controls Integration

METCO excels in designing and integrating Building Automation Systems (BAS), with deep experience in different platforms. Control strategies are tailored to facility-specific performance goals and include:

- Zonal temperature control
- Real-time energy analytics
- Predictive maintenance alerts
- Integration with lighting, access control, and fire/life safety systems

By combining smart sensors, edge computing, and cloud-based analytics, METCO enables dynamic building operation that responds to occupancy, ambient conditions, and utility pricing in real time.

Energy Efficiency and Retro-Commissioning

As a certified ESCO, METCO specializes in Energy Savings Performance Contracts (ESPCs), enabling clients to finance infrastructure upgrades through guaranteed energy savings. The firm performs:

- ASHRAE Level I, II, and III energy audits
- Building envelope testing and infrared diagnostics
- Retro-commissioning of existing system
- Measurement and verification (M&V) in compliance with IPMVP standards

METCO helps clients reduce operational expenses, lower greenhouse gas emissions, and meet carbon reduction goals while enhancing facility resilience and reliability.

Renewable Energy and Distributed Generation

METCO is a leader in integrating behind-the-meter renewable energy systems, including:

- Solar photovoltaic (PV) systems (rooftop, carport, and ground-mounted)
- Battery energy storage systems (BESS)
- Microturbines and combined heat and power (CHP) systems
- Backup and prime generators (natural gas and propane)

With in-house capabilities to design, permit, interconnect, and monitor distributed generation systems, METCO enables facilities to become more self-reliant, lower peak demand charges, and maintain critical operations during grid outages.

Microgrid and Resiliency Services

Recognizing the importance of energy resilience, METCO offers turnkey microgrid development for critical infrastructure such as hospitals, campuses, and municipal buildings. These microgrids integrate solar, batteries, generators, and smart controls to operate in both grid-tied and island modes. Services include:

- Feasibility studies and resilience audits
- Energy resource modeling and financial analysis
- Interconnection applications and regulatory compliance
- Controls programming for seamless islanding and load shedding

METCO's microgrid solutions are designed to help clients withstand weather disruptions, cyber threats, and energy market volatility.

Construction Management and Field Execution

METCO brings substantial field execution capability through its experienced project management team and a reliable network of prequalified subcontractors. The firm manages all aspects of construction, including:

- Site mobilization, demolition, and equipment installation
- Mechanical, electrical, plumbing, and control system integration
- Code compliance inspections and permit coordination
- QA/QC, punch-list completion, and closeout documentation

Projects are tracked using digital construction management platforms that provide real-time visibility into schedules, costs, submittals, RFIs, and safety compliance.

Commissioning and Post-Installation Support

All projects include rigorous commissioning processes aligned with ASHRAE Guideline 0 and the ACG/BCxA standards. METCO also provides:

- Factory startup and sensor calibration
- Functional performance testing
- Owner training and O&M manuals
- Warranty tracking and preventive maintenance plans

Post-installation support includes performance monitoring, energy analytics, and long-term maintenance agreements tailored to client needs.

Permitting, Compliance, and Documentation Management

METCO assumes full responsibility for permitting and regulatory compliance. Services include:

- Coordination with local Authorities Having Jurisdiction (AHJs)

- Submission of stamped drawings, cut sheets, and calculations
- Fire marshal approvals, structural certifications, and TDLR compliance
- Closeout packages including as-builts, warranties, and test reports

The firm ensures that all documentation is digitized and delivered through cloud platforms for audit readiness and ease of access.

Project Capacity and Resource Scalability

METCO has the internal capacity to deliver multiple concurrent large-scale projects, backed by:

- A multidisciplinary in-house engineering team (mechanical, electrical, energy)
- Dedicated project managers, field supervisors, and commissioning agents
- Trusted subcontractor network built over decades
- Strategic manufacturer and distributor partnerships for material procurement

Whether retrofitting a single facility or managing a district-wide modernization effort, METCO deploys the right teams and tools to ensure timely, budget-compliant, and high-performance delivery.

4. Capability for Service Center Generator Project

METCO Engineering, Inc. possesses technical capacity, code knowledge, and regulatory compliance expertise required to execute the City of Freeport's Service Center Generator Project with a high level of precision and accountability. Our capability to deliver this project stems from our comprehensive in-house resources, specialized engineering teams, and extensive experience with similar mission-critical infrastructure installations across Texas municipalities. The scope of work, which includes generator pad preparation, generator installation, security fencing, gas piping, and electrical modifications, falls squarely within METCO's domain of proven execution.

Expertise in Structural and Civil Works for Generator Foundations

Our firm has delivered numerous generator projects requiring structural slab design in coastal wind-load regions. In accordance with ASCE 7-16 and ACI 318-19, we calculate wind, seismic, and live loading conditions for the generator's foundation slab to ensure structural stability under Category IV essential facility classifications. For slab design, we use structural concrete mix conforming to ASTM C94 and reinforcement per ACI 318 Chapter 7, ensuring a 4-inch minimum depth as per manufacturer requirements and site conditions.

We also conduct geotechnical site analysis to determine bearing capacity, subgrade modulus, and soil stabilization needs, per IBC 2021 Chapter 18. Site drainage planning includes positive slope grading away from the slab and French drain installation if needed to comply with IBC Section 1805.4 for surface water mitigation.

Generator Installation and Power System Integration

The core of the project involves the installation of a 350 kW outdoor generator enclosed in a weatherproof housing. Our generator installation process complies with NFPA 110 (Standard for

Emergency and Standby Power Systems), particularly Chapter 7, which dictates acceptance testing, fuel system reliability, and operational readiness. The generator will be mounted on an engineered slab and secured with seismic and wind-rated anchoring per IBC Chapter 16, ensuring operational stability in adverse weather conditions.

Integration into the facility's electrical infrastructure will follow NFPA 70 (NEC) guidelines, including Article 700 for emergency systems and Article 701 for legally required standby systems, depending on the facility classification determined through coordination with the Authority Having Jurisdiction (AHJ). We employ certified electricians to manage the installation of conduits, terminations, bonding, and grounding systems as per NEC Article 250, ensuring low impedance grounding paths and fault current dissipation.

Installation of Automatic Transfer Switch and Load Segregation

The generator will be paired with an appropriately rated Automatic Transfer Switch (ATS) to ensure seamless transition between utility power and emergency generation. We install and program ATS systems compliant with UL 1008, and coordinate with upstream and downstream panels in accordance with NEC 700.5 and NEC 700.6 for ATS installation requirements, including sensing and control circuit integrity. Load segregation will be conducted based on emergency priority loads such as lighting, communications, and IT infrastructure, with branch circuit verification conducted under NEC Article 702 for optional standby loads if present.

Gas Infrastructure and Piping System Integration

Our capability includes full mechanical design and installation of gas piping per NFPA 54 (National Fuel Gas Code) and the International Fuel Gas Code (IFGC 2021). The gas line interconnection includes pressure regulation, excess flow protection, and seismic shutoff valve installation where necessary. We adhere to 49 CFR Part 192 for pipeline safety during routing, trenching, pipe laying, and connection with the local gas utility. Welded and flanged connections will be tested using hydrostatic and leak detection methods to ensure compliance with ANSI Z223.1.

Security and Protective Barriers

To protect the generator installation, we will construct a perimeter security fence using anti-climb materials and a lockable gate system in accordance with IBC 2021 Chapter 31 for fencing structures. The fencing will be installed with structural posts anchored per ICC-ES AC174 guidelines. Bollards spaced at 4-foot centers in traffic-exposed areas will be designed per ASTM F3016 to ensure impact resistance and meet vehicular collision protection requirements.

Regulatory Compliance and Grant Oversight

As this project is funded through a TDEM Mitigation Grant aligned with FEMA's Hazard Mitigation Grant Program (HMGP) under 44 CFR Part 206 Subpart N and 2 CFR Part 200, our firm ensures full regulatory compliance. This includes detailed procurement documentation, federal labor standards adherence under the Davis-Bacon Act, and audit-ready reporting. Our environmental and historic preservation documentation will conform to NEPA (42 U.S.C. 4321 et seq.), and we provide full support for the Environmental Planning and Historic Preservation (EHP) review process as required by FEMA.

Commissioning and System Acceptance

Upon installation, METCO performs comprehensive commissioning in accordance with NFPA 110 Chapter 7. This includes pre-functional testing, full-load testing with calibrated load banks, electrical insulation resistance checks per IEEE Std 43, and ATS functional tests. We document all findings and submit a final commissioning report for review by the City of Freeport, the TDEM program manager, and the AHJ. Additionally, we provide operator training, O&M manuals, and warranty documentation in accordance with the manufacturer's requirements and FEMA close-out standards.

The Service Center Generator Project requires a multifaceted engineering approach that integrates structural design, electrical engineering, mechanical expertise, and regulatory compliance into a cohesive solution. METCO Engineering, Inc. has demonstrated capabilities across all these domains, backed by field-proven experience, professional licensure, and compliance with national codes and federal regulations. Our technical capacity ensures the successful delivery of a resilient and code-compliant emergency power system for the City of Freeport.

5. Certifications and Affiliations









USGBC
MEMBER

SILVER

METCO ENGINEERING

USGBC MEMBER SINCE 2020

Is an active member of the U.S. Green Building Council, the foremost coalition of leaders working to transform the way buildings and communities are designed, built and operated. Our vision is that buildings and communities will regenerate and sustain the health and vitality of all life within a generation.

This membership was awarded on November 16, 2020.

MAHESH RAMANUJAM
President & CEO

Affiliations/Membership



Department of Energy (DOE)



General Services Administration (GSA)



**Environmental Protection Agency
Energy Star Program**



**National Association of Energy
Service Companies**



**Texas A&M Engineering
Experiment Station
Texas A&M ESL Continuous Commissioning**



**PV Installation
Professional**



**Texas Energy Managers
Association (TEMA)**



**Educational Purchasing Cooperative of
North Texas**



PC America



**Texas Pace Industrial Ambassador
Network**



**Environmental Protection Agency CHP
Partners**



**United States Green Building
Council (USGBC)**



**American Society of Heating,
Refrigerating &
Air-Conditioning Engineers
(ASHRAEE)**



The Interlocal Purchasing System (TIPS)



Association of Engineers (AEE)

6. Case Studies

METCO Engineering Inc.

METCO
ENGINEERING

METRO Kashmere



The METRO Kashmere facility in Houston, TX, underwent a critical upgrade focused on Power Factor Correction, Continuous Commissioning, and Enterprise Controls, executed by METCO Engineering, Inc. With a project budget of \$510,253, this initiative was designed to enhance electrical efficiency, optimize system performance, and reduce long-term operational costs.

Project Objective:

The project involved the implementation of power factor correction technology to improve electrical system reliability, a continuous commissioning program to ensure sustained energy efficiency, and an advanced enterprise control system for centralized energy management. By integrating real-time monitoring, automated system adjustments, and predictive analytics, the facility achieved greater operational efficiency while minimizing energy waste.

This upgrade resulted in an estimated 30-50% improvement in overall energy performance, leading to substantial electricity cost savings while supporting METRO's sustainability goals by reducing carbon emissions. Additionally, the enhanced control and commissioning framework minimized maintenance demands, ensuring long-term system stability and improved facility operations.

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 510,253
Nature: Energy Efficiency Upgrades

CASE STUDY

Energy
Efficiency
Upgrades

PROJECT TYPE

IMPLEMENTATION
COST

\$510,253

LOCATION

5700 Eastex Fwy,
Houston, TX 77026

YEAR OF
COMPLETION

2023









www.metcoengineering.com


info@metcoengineering.com



METCO Engineering Inc.



METRO Lee P. Brown (HQ)



The METRO Lee P. Brown Headquarters in Houston, TX, underwent a comprehensive upgrade focused on Power Factor Correction, Enterprise Controls, and Continuous Commissioning, executed by METCO Engineering, Inc. With a project budget of \$541,586, this initiative was designed to enhance energy efficiency, reduce operational costs, and optimize system performance across the facility.

Project Objective:

The upgrades included the installation of power factor correction equipment to improve electrical efficiency, an advanced enterprise control system for centralized energy management, and a continuous commissioning program to ensure optimal building performance over time. By integrating real-time monitoring, automated load balancing, and predictive analytics, the facility now operates more efficiently while reducing energy waste.

This project resulted in an estimated 50-70% improvement in energy efficiency, leading to substantial cost savings on electricity and aligning with METRO's sustainability goals by reducing carbon emissions. Additionally, the enhanced control system minimized maintenance requirements, ensuring long-term operational reliability. The improved energy management framework also contributed to a more stable and efficient power infrastructure, enhancing overall building performance and occupant

SERVICES: General Contracting and Engineering Services

Completion Date: 2023

Project Cost: \$ 541,586

Nature: Energy Efficiency Upgrades

CASE STUDY

Energy
Efficiency
Upgrades

PROJECT TYPE

IMPLEMENTATION
COST

\$541,586

LOCATION

1900 Main St, Houston,
TX 77002

YEAR OF
COMPLETION

2023



METRO



**Sustainability
Energy**



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METCO Engineering Inc.



THURGOOD MARSHALL RECREATION CENTER City of Dallas



Thurgood Marshall Recreation Center is set to undergo a radical makeover by the City of Dallas' Park and Recreation Department. The goal of this project was to improve the facility's infrastructure and facilities so that it continues to be a major hub for recreational and community activities.

Project Objectives:

The main goal was to update the Thurgood Marshall Recreation Center so that its equipment meets current standards and it works better. The project included improvements to social amenities like sports facilities, play areas, and meeting places to make the experience better for people of all ages.

Making sure that everyone in the community can get to things by adding features that meet accessibility standards and help people with disabilities. During the renovations, there were chances for the community to give feedback and help make sure that the new building meets the needs and wants of the people who live in the area.

SERVICES: General Contracting and Engineering Services
Initiation Date: January 9, 2020
Completion Date: August 11, 2020
Project Cost: \$477,809.00
Nature: Construction

The revitalization of Thurgood Marshall Recreation Center shows that the City of Dallas wants to give all its people access to fun places to play. This project wanted to make a lively center where people in the community can meet up to stay active, make new friends, and connect with each other.

CASE STUDY

**Construction
(Renovation)**

PROJECT TYPE

IMPLEMENTATION
COST

\$477,809.00

LOCATION

5150 Mark Trail Way,
Dallas

YEAR OF
COMPLETION
2020



**Sustainability
Energy**



www.metcoengineering.com



info@metcoengineering.com

METCO Engineering Inc.



BUILDING SERVICES DEPT. City of Dallas



With a continuous commitment to providing optimum indoor air quality and encouraging citizen well-being, the City of Dallas' Building Services Department launched a comprehensive project to clean ducts at different leisure facilities. This initiative intended to improve the cleanliness and effectiveness of ventilation systems, resulting in healthier and more pleasant conditions for leisure center consumers.

Project Objectives:

The project's main purpose was to remove accumulated dust, debris, and allergens from ducting, resulting in better indoor air quality and a healthier environment for leisure center customers. By removing duct blockages and buildup, the project aimed to optimize airflow and enhance the efficiency of heating, ventilation, and air conditioning (HVAC) systems, resulting in lower energy consumption and operating costs.

The project's goal was to reduce the risk of possible health concerns connected with poor indoor air quality by performing proactive duct cleaning, as well as to extend the lifetime of HVAC equipment.

CASE STUDY

**Construction
(Duct Cleaning)**

PROJECT TYPE

IMPLEMENTATION
COST

\$499,766.00

LOCATION

320 E. Jeffersons Blvd,
Dallas

YEAR OF
COMPLETION
2020



City of Dallas

SERVICES: General Contracting and Engineering Services

Initiation Date: September 2, 2020

Completion Date: November 4, 2020

Project Cost: \$499,766.00

Nature: Construction

The duct cleaning initiative demonstrates the City of Dallas' proactive attitude to public health and wellbeing in the neighborhood. By addressing the often-overlooked issue of indoor air quality, the Building Services Department showed their dedication to building inclusive, accessible, and appealing places for all inhabitants.



**Sustainability
Energy**



www.metcoengineering.com



info@metcoengineering.com

CASE STUDY

METCO Engineering Inc.



METRO Rail Operations Center



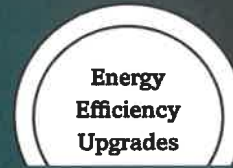
The METRO Rail Operations Center in Houston, TX, underwent a strategic upgrade focused on Power Factor Correction and Enterprise Controls, executed by METCO Engineering, Inc. With an allocated budget of \$211,916, this initiative was designed to enhance power quality, optimize load distribution, and improve overall energy management efficiency.

Project Objective:

The upgrade incorporated advanced power factor correction technology to reduce reactive power demand, enhance voltage stability, and optimize transformer utilization, leading to improved electrical distribution efficiency. Additionally, the implementation of an enterprise control system facilitated centralized energy monitoring, automated demand response, and real-time load balancing. By leveraging intelligent analytics and adaptive control algorithms, the facility achieved improved system performance, reduced strain on infrastructure, and enhanced operational resilience.

This project resulted in a projected 30-50% improvement in power utilization efficiency, significantly lowering electricity costs while aligning with METRO's sustainability goals through reduced carbon emissions. The integration of predictive diagnostics and automated controls also minimized maintenance demands, ensuring long-term system reliability and energy cost savings.

SERVICES: General Contracting and Engineering Services
Completion Date: 2023
Project Cost: \$ 211,916
Nature: Energy Efficiency Upgrades



PROJECT TYPE

IMPLEMENTATION
COST

\$211,916

LOCATION

1601 W Bellfort Ave,
Houston, TX 77054

YEAR OF
COMPLETION

2023



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

CASE STUDY

METCO Engineering Inc.



HOUSTON COMMUNITY COLLEGE City of Houston



The HVAC repairs job for the Houston Community College (HCC) Alief Bissonnet Building was finished successfully by METCO Engineering Inc. The job began on July 2, 2020, and ended on November 19, 2020, within the \$1,563,349.00 limit set by job Manager James Walker. The heating, ventilation, and air conditioning (HVAC) systems across the school had to be completely remodeled as part of the work.

Project Objective:

The project included a thorough analysis of the current HVAC system, figuring out what was wrong, and making a plan for how to fix it. METCO Engineering Inc. used skilled workers and cutting-edge tools to make necessary fixes that made sure HVAC systems worked perfectly and efficiently. The fixes fixed several problems, including broken equipment, inefficient air distribution, and problems with the temperature control. Because we were careful and paid attention to every detail, the adjustments were done on time with little impact on school life. After the project was finished, a lot of testing and finishing was done to make sure the system worked as planned and met the requirements of the design. specifications.

SERVICES: General Contracting and Engineering Services

Initiation Date: July 2, 2020

Completion Date: November 19, 2020

Project Cost: \$1,563,349.00

Nature: HVAC Repairs

By leveraging our expertise, METCO Engineering Inc. delivered a successful project that improved the overall functionality and sustainability of the building, resulting in increased operating efficiency, reduced energy consumption, and a more pleasant interior atmosphere for occupants.

HVAC Repairs

PROJECT TYPE

IMPLEMENTATION
COST

\$1,563,349.00

LOCATION

**13803 Bissonnet St,
Houston, TX 77083**

YEAR OF
COMPLETION

2020



**HOUSTON
COMMUNITY COLLEGE**



Sustainability
Energy



www.metcoengineering.com



info@metcoengineering.com

Some other notable projects are:

Client	Sector	Project Name	Scope
City of Dallas	Government	Northwest ISD: Administration Building	Computer and Server Room Renovation and UPS and MEP + Emergency Generator
City of Dallas	Government	Emergency Generator For Northwest ISD	Computer and Server Room Renovation and UPS and MEP + Emergency Generator
Arlington ISD	Education	Kookan Elementary School	Mechanical/Electrical/Plumbing
Arlington ISD	Education	Corey Elementary	Fire Alarm and Security System Design/Build
Arlington ISD	Education	2014 Electrical Renovations to Kookan Education Center	Electrical Renovation
Northwest ISD	Education	Administration Building	Data Center UPS System and Emergency Generator Installation

References

Project Name	Client/Owner	Contact Name	Contact #	Email
Building Service Department Projects (Construction, Energy Efficiency Upgrades etc.)	Building Service Department, City of Dallas	Filmon Weldelibanos		filmon.weldelibanos@dallas.gov
Park and Recreation Projects (Construction, Electrical Upgrades, HVAC Upgrades etc.)	City of Dallas, Park and Recreation Dept.	Johnnie Burmfield	(214)533-1819	Johnnie.burmfield@dallas.gov
Houston Red Garage, Permitting Center projects, HOU Airport Systems (Chiller Upgrade Projects) etc.	TAMU TEES (ESL)	Bahman Yazdani	(979)574-3654	byazdani@tamu.edu

CRITERIA V. COMPETITIVE FEES

1. Pricing

\$341,405.00

THREE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED FIVE DOLLARS



Garet McInroe

2. BID Security/ BOND Requirements

A bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for the award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

October 9th, 2024



CONTRACT BONDING AGENCY

Partners in Construction. Bonded by Trust.

Re: Metco Engineering, Inc. - Dallas, TX

To Whom this May Concern:

Metco Engineering, Inc. is a valued client of PCL Contract Bonding Agency since 2016, and their surety, The Hanover Insurance Company, an A (Excellent) rated company by A.M. Best, since 2022.

In the past, we have considered single bonds for Metco in the \$20,000,000 range with a total bonding capacity in the \$40,000,000 range. Their available capacity can be estimated around \$23,000,000 at the time of this letter. The statement of these values is neither a commitment nor a limitation of their bonding capacity.

Barry Bagheri and his team have been a pleasure to work with. They are very knowledgeable and professional, and we are sure that you will enjoy working with them as much as we do. We would be pleased to entertain a request for bonding should it be required.

Any request for bonding must be made by our client and be accompanied by underwriting information as required by the Surety. Each request will be evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and PCL assumes no liability to you or third parties if for any reason we do not execute bonds.

If you have any questions please feel free to give me a call at (972) 459-4749.

Eric Lesch
President

Specializing in construction bonding since 1985.

www.pclbonds.com

P.O. Box 1306 ■ Colleyville, TX ■ 76034 ■ 972.459.4749 ■ bondrequest@pclbonds.com



The Hanover Insurance Company
Citizens Insurance Company of America
Massachusetts Bay Insurance Company

BID BOND

CONTRACTOR:

(Name, legal status and address)

Metco Engineering, Inc.

6620 Lake Circle Dr

Dallas, TX 75214

OWNER:

(Name, legal status and address)

City of Freeport

1201 N Avenue H

Freeport, TX 77541

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

BOND AMOUNT: Five Percent of Greatest Amount Bid (5% G.A.B.)

PROJECT: *(Name, location or address, and Project Number, if any)*

2025-09 - Service Center Generator

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor, and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2025.

Witness

By:

Name:

Garet McInroe

Metco Engineering, Inc.

(Contractor as Principal)

By:

Name:

Title:

Barry Bagheri

COO

Witness

By:

Name:

Eric Lesch, Witness

The Hanover Insurance Company

By:

Name:

Title:

Felix Navejar

Attorney-in-Fact



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compa  as, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pa  a primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Eric Lesch, Melissa Lesch and/or Felix Navejar

Of PCL Contract Bonding Agency of Irving, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of April, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

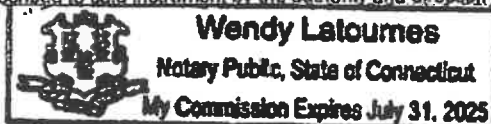
James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 6th day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of May 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President





**Farmers &
Merchants Bank**
Where Family is our Foundation

Re: Bank Reference Letter
Applicant: Metco Engineering, Inc. ("METCO")

To Whom It May Concern:

This letter is provided at the request of Barry Bagheri, President of METCO.

Please be advised of the following information. Farmers & Merchants Bank ("F&M") has provided financial services, including extensions of credit, to METCO for over ten years. METCO's first account at F&M was opened on March 4, 2010, and METCO has fulfilled all of its contractual obligations during the entire length of the banking relationship.

METCO has maintained its primary operating accounts at F&M and METCO's average balance in those accounts during the past 12 months is approximately \$2,000,000.00. The current balance in METCO's deposit accounts is \$5,025,000.

METCO also has an operating line of credit at F&M in the maximum principal amount of \$5,000,000. The current outstanding balance on the line of credit is \$0 and the amount available for advances is \$5,000,000.

F&M holds the accounts of METCO and Mr. Bagheri in the highest regards and value both as customers of the bank.

If I can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Thomas A. McCarthy,
General Counsel

Farmers & Merchants Bank
123 W. Huron Street
Berlin, Wisconsin 54923

fmberlin.com

123 W. Huron St. Berlin, WI 54923
T: 920-361-1454 F: 920-361-0500

3. Insurance Requirements

The firm shall agree to maintain and, upon request, provide evidence of coverage (e.g., Certificate of Insurance) for the following: general liability, automobile liability, works compensation, and professional liability.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/31/2024																																		
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 AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074		CONTACT NAME: Amy Cole PHONE (A/C No.): 972-331-3704 FAX (A/C No.): 972-331-3704 E-MAIL: Amy.Cole@assuredpartners.com ADDRESS: Amy Cole@assuredpartners.com																																				
INSURED Metco Engineering, Inc. 6620 Lake Circle Drive Dallas TX 75214-3417		INSURERS AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A - Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B - Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C - Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D - Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E -</td> <td></td> </tr> <tr> <td>INSURER F -</td> <td></td> </tr> </tbody> </table>				INSURER	NAIC #	INSURER A - Evanston Insurance Company	35378	INSURER B - Texas Mutual Insurance Company	22945	INSURER C - Berkley Assurance Company	39462	INSURER D - Hartford Fire Insurance Company	19682	INSURER E -		INSURER F -																				
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C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO ☐ JECT ☐ LOC OTHER:		VJMA0097548	10/1/2024	10/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG \$2,000,000 SUPO Deductible \$2,500 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																																
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS MADE DEL ☐ RETENTION \$		MLV4EUL104811	10/1/2024	10/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$																																
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y M ☒ N ☐ M ☐ A	0001226642	7/22/2024	7/22/2025	☒ PER ☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Leased/Harried Equip Deductible 100,000 1,000																																
D	Contractor's Equipment		46MSK09761K2	10/12/2024	10/12/2025	Leased/Harried Equip Deductible 100,000 1,000																																
CERTIFICATE HOLDER				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 																																		

ADDENDA

METCO Engineering, Inc. hereby acknowledges receipt and review of all issued amendments related to the Service Center Generator Project Request for Proposals. Specifically, we acknowledge the following amendments:

Amendment No. 1

We confirm that all terms, clarifications, changes, and requirements outlined in the above amendments have been reviewed and incorporated into our proposal submission.



Garet McInroe



**CITY OF FREEPORT, TEXAS
REQUEST FOR PROPOSALS
SERVICE CENTER GENERATOR**

**AMENDED TO CORRECT DUE DATE ON PAGE 4 & ATTACH
PICTURES OF THE SITE**

**Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541
COMPETITIVE SEALED RFP # 2025-09**

**DEADLINE:
FRIDAY, MAY 16, 2025 BY 10 A.M.**

ATTACHMENTS

Attachment 1. Certification Form

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on
____ May 16 _____, 2025.

Firm: METCO Engineering, Inc. TIN: 200918019

Signed By:  Date: 05/16/2025

Printed Name: Garett McInroe Title: Chief Operating Officer

Phone #: (214)334-3724 Fax #: _____

Email: garet@metcoengineering.com Website: www.metcoengineering.com

Mailing Address: 11120 Petal St. #B300, Dallas, TX 75238

Delivery Address: 11120 Petal St. #B300, Dallas, TX 75238

END OF REQUEST

Attachment 2. W-9 Certificate

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																																		
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.																																																				
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) METCO Engineering, Inc. 2 Business name/disregarded entity name, if different from above. METCO Engineering, Inc. 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐ 5 Address (number, street, and apt. or suite no.). See instructions. 11120 Petal St. #B300 6 City, state, and ZIP code Dallas, TX 75238 7 List account number(s) here (optional)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> Requester's name and address (optional)																																																			
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;">2</td> <td style="width: 25%;">0</td> <td style="width: 25%;">-</td> <td style="width: 25%;">0</td> <td style="width: 25%;">9</td> <td style="width: 25%;">1</td> <td style="width: 25%;">8</td> <td style="width: 25%;">0</td> <td style="width: 25%;">1</td> <td style="width: 25%;">9</td> </tr> </table>			Social security number																				or										Employer identification number										2	0	-	0	9	1	8	0	1	9
Social security number																																																				
or																																																				
Employer identification number																																																				
2	0	-	0	9	1	8	0	1	9																																											
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 45%;">Signature of U.S. person <i>B. B. B.</i></td> <td style="width: 40%;">Date 05/16/2025</td> </tr> </table>			Sign Here	Signature of U.S. person <i>B. B. B.</i>	Date 05/16/2025																																															
Sign Here	Signature of U.S. person <i>B. B. B.</i>	Date 05/16/2025																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. What's New Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification. New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065). Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they																																																				
Cat. No. 10231X Form W-9 (Rev. 3-2024)																																																				

Attachment 3. CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. METCO Engineering, 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. Garet McInroe _____ 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. N/A		
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 05/16/2025 _____ Date		

Form provided by Texas Ethics Commission
www.ethics.state.tx.us
Revised 1/1/2021

Attachment 4. Certificate of Lobbying

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



Signature of Contractor's Authorized Official

Garet McInroe, Chief Operating Officer

Printed Name and Title of Contractor's Authorized Official

05/16/2025

Date

Attachment 5. Disclosure of Lobbying Activities Form

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: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): 		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
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: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

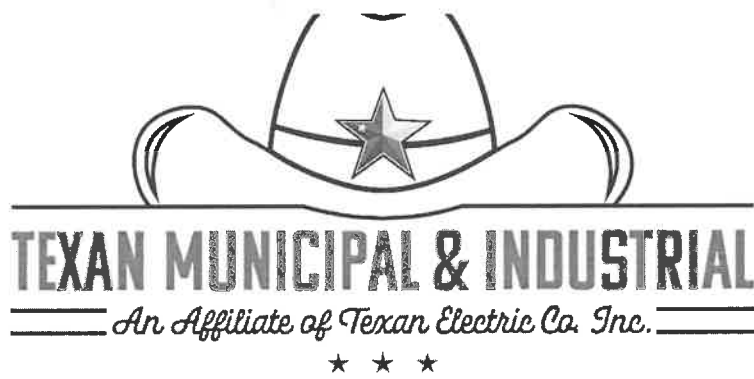
Attachment 6. Form 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295 1 of 1	
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 CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. METCO Engineering, Inc Dallas, TX United States		Certificate Number: 2025-1310440	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Freeport		Date Filed: 05/15/2025	
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. 2025-09 Construction Services		Date Acknowledged:	
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. ☒			
6 UNSWORN DECLARATION			
My name is <u>Barry Bagheri</u>, and my date of birth is <u>03/30/1956</u>			
My address is <u>11120 Petal St. #B300</u> <u>Dallas</u> <u>TX</u> <u>75238</u> <u>USA</u> (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in <u>Dallas</u> County, State of <u>Texas</u> on the <u>15th</u> day of <u>May</u>, 20<u>25</u> (month) (year)			
<u>B. Bagheri</u> Signature of authorized agent of contracting business entity (Declarant)			

Attachment 7. M/W- Owned Business Participation

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

Name of Firm	Telephone #	\$ Involvement
N/A	N/A	N/A



Owner: CITY OF FREEPORT

Project: RFP # 2025-09 - Service Center Generator

Proposed Project Manager: Michael Clasen

P.O.C:

Warren Fields, Vice President

713-645-6560

Projects@texanmuni.com

CAGE: 3B9A2

7011 DIXIE DRIVE • HOUSTON, TEXAS 77087 • (713) 645-6560 • FAX (713) 645-6566



May-15-2025

To: City of Freeport
Attention: Clarisa Fernandez

Subject: City of Freeport Request for Proposal#2025-09(Service Center Generator)

Texan Municipal & Industrial is pleased to present our proposal for the above-listed subject. Scope of Work and pricing as follows:

We are pleased to quote the Service Center Generator Project per the documents provided online by the City of Freeport. We can work on additional pricing to include a Center Point outage and a permit cost if it is needed. I have also included documents for the generator being proposed, and my quantities of materials for your project.

This price includes the following:

1. Prepping the concrete pad for the generator
2. Installation of a 150 kW natural gas generator mounted outdoors
3. Security fencing with a lockable gate installed around the generator
4. Installation of gas piping and electrical modifications.

Total price: \$201,680.43

We appreciate the opportunity to provide this proposal. If you need anything else, please give me a call at (832) 202-3314

Respectfully Submitted,

Ruben Torres
Project Manager
Texan Municipal & Industrial

Job: Service Center

Work:

Date:

Labor	
Sheet 1	
Sheet 2	
Sheet 3	0.00
Sheet 4	0.00
Sheet 5	
Sheet 6	0.00
Sheet 7	0.00
Sheet 8	0.00
Sheet 9	
Sheet 10	0.00
Sheet 11	0.00
Sheet 12	0.00
Sheet 13	
Sheet 14	0.00
Sheet 15	0.00
Sheet 16	0.00
Sheet 17	0.00
Sheet 18	0.00
Sheet 19	0.00
Sheet 20	0.00

	Labor Subtotal
	Lost Time 10%
Total Labor Hours:	

Labor Recap

Total Hrs:
Labor Rate:

Labor Cost:

Labor OH

Labor Profit

Total Labor Dollars

Non Taxable Lot Prices

Total Lot Cost:

Lot OH

1

	Lot Profit	Lot Subtotal
Lot 1	0.00	0.00
Lot 2	0.00	0.00
Lot 3	0.00	0.00
Lot 4	0.00	0.00
Lot 5	0.00	0.00
Lot 6	0.00	0.00
Lot 7	0.00	0.00
Lot 8	0.00	0.00
Lot 9	0.00	0.00
Lot 10	0.00	0.00
Lot 11	0.00	0.00
Lot 12	0.00	0.00
Lot 13	0.00	0.00
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Lot 90	0.00	0.00
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Lot 115	0.00	0.00
Lot 116	0.00	0.00
Lot 117	0.00	0.00
Lot 118	0.00	0.00
Lot 119	0.00	0.00
Lot 120	0.00	0.00
Lot 121	0.00	0.00
Lot 122	0.00	0.00
Lot 123		

Lot Subtotal

Tot

100

Total Supplier Quotes:

Project Sales Price	201,680.43
---------------------	------------

PRICING SHEET

ESTIMATE NO. _____

JOB Service Center

SHEET NO. 1

WORK _____ OF _____ SHEETS

ESTIMATED BY _____

PRICED BY _____

EXTENDED BY _____

CHECKED BY _____

DATE _____

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	Generator pad 12'x5'x6"	1		e	15,000.00		e	
2	trench	100		e	3,500.00		e	
3	generator 150kw NG	1		e	57,799.00		e	
4	ATS	1			-----		e	
5	MPZ	1		e	3,500.00		e	
6	fence w/slats	1		e	4,650.00		e	
7	ng allowance	1		e	4,000.00		e	
8	gas train	1		e	7,000.00		e	
9	gas line trench	100		e	3,500.00		e	
10	saw cut	1		e	2,000.00		e	
11	lift	1		e	2,500.00		e	
12	ibox	2		e	3,000.00		e	
13				e	0.00			-----
14	crane	1		e	3,500.00		e	
15					-----			-----
16	labor	2		e	0.00		e	
17					-----			-----
18					-----			-----
19					-----			-----
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24					-----			-----
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26					-----			-----
27					-----			-----
28					-----			-----
29					-----			-----
30					-----			-----
31					-----			-----
32					-----			-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____ SHEET NO. 2
 WORK _____ OF _____ SHEETS

ESTIMATED BY:

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	7/8 Slotted Strut		96.00	c	0.00	20.00	e	0.00
2	1 5/8 Slotted Strut		232.00	c	0.00	4.00	e	0.00
3	1/4 All Thread		2.00	c	0.00			-----
4	3/8 All Thread		48.00	c	0.00	4.00	e	0.00
5	1/4 Bolts		0.00	c	0.00	4.00	e	0.00
6	1/4 Washers		0.00	c	0.00			-----
7	1/4 Nuts		1.00	c	0.00	2.00	e	0.00
8	1/4 Spring Nuts		2.50	c	0.00			-----
9	7/8 SS Slotted Strut		102.00	c	0.00	0.30	e	0.00
10	1 5/8 SS Slotted Strut	100	195.00	c	1,095.00	0.30	e	30.00
11	1/4 SS All Thread		10.00	c	0.00	0.30	e	0.00
12	3/8 SS All Thread		20.00	c	0.00	0.30	e	0.00
13	1/4 SS Bolts		3.50	c	0.00	0.30	e	0.00
14	1/4 SS Washers		3.00	c	0.00	0.30	e	0.00
15	1/4 SS Nuts		2.00	c	0.00	0.30	e	0.00
16	1/4 SS Spring Nuts		12.00	c	0.00	0.30	e	0.00
17	Ground Rod	1	1.00	e	1.00	1.00	e	2.00
18	Ground Well W/Cover	1	13.00	e	13.00	1.00	e	2.00
19								-----
20	Misc	1	150.00	e	150.00	8.00	e	3.00
21								-----
22								-----
23								-----
24								-----
25								-----
26								-----
27								-----
28								-----
29								-----
30								-----
31								-----
32								-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____ SHEET NO. 5

WORK 1" Material OF _____ SHEETS

ESTIMATED BY: _____ PRICED BY _____ EXTENDED BY _____ CHECKED BY _____ DATE _____

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	PVC Conduit		0.22	c	0.00	3.00	c	0.00
2	PVC 90s		1.50	e	0.00	0.50	e	0.00
3	PVC Couplings		0.30	e	0.00	0.30		-----
4	PCV Female Adaptors		0.55	e	0.00	0.30		-----
5					-----			-----
6	Rigid Conduit	200	16.00	c	9.33	8.00	c	16.00
7	Rigid 90s	4	1.00	e	1.00	0.50	e	2.00
8	Rigid Couplings	16	0.30	e	0.30	0.30	e	0.30
9	Rigid Hubs	10	0.38	e	0.38	0.30	e	0.30
10	Rigid Straps	20	1.77	e	1.77	0.30	e	0.30
11					-----			-----
12	Aluminum Conduit		0.22	c	0.00	8.00	c	0.00
13	Aluminum 90s		1.50	e	0.00	0.50	e	0.00
14	Aluminum Couplings		0.30	e	0.00			-----
15	Aluminum Hubs		0.40	e	0.00			-----
16	Aluminum Straps		0.30	e	0.00			-----
17					-----			-----
18	PVC Rigid		0.22	c	0.00	8.00	c	0.00
19	PVC Rigid 90s		0.60	e	0.00	0.50	e	0.00
20	PVC Rigid Couplings		0.38	e	0.00	0.30	e	0.00
21	PVC Rigid Hubs		0.38	e	0.00	0.30	e	0.00
22	PVC Rigid Straps		0.23	e	0.00	0.30	e	0.00
23					-----			-----
24	PVC Aluminum Rigid		0.22	c	0.00	8.00	c	0.00
25	PVC Aluminum Rigid 90s		0.60	e	0.00	0.50	e	0.00
26	PVC Aluminum Rigid Couplings		0.22	e	0.00			-----
27	PVC Aluminum Rigid Hubs		0.38	e	0.00			-----
28	PVC Aluminum Rigid Straps		0.25	e	0.00			-----
29					-----			-----
30	Seal Tight		0.50	c	0.00	3.00	c	0.00
31	Seal Tight Connector		0.50	e	0.00	0.50	e	0.00
32					-----			-----

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 9

WORK 4" Material

OF - SHEETS

ESTIMATED BY:

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	PVC Conduit	50	6.04		302.00	7.00	c	
2	PVC 90s	4	18.87	e	75.00	2.00	e	
3	PVC Couplings	10	3.23	e	32.00	0.25	e	
4	PCV Female Adaptors	4	3.87	e	15.00	0.25	e	
5								
6	Rigid Conduit	100	23.00	c	2,300.00	38.00	c	
7	Rigid 90s	3	125.60	e	377.00	2.00	e	
8	Rigid Couplings	8	32.98	e	264.00	0.50	e	
9	Rigid Hubs	3	45.21	e	136.00	0.50	e	
10	Rigid Straps	100	2.10	e	210.00	0.25	e	
11								
12	Aluminum Conduit		15.72	c	0.00	38.00	c	0.00
13	Aluminum 90s		13.22	e	0.00	2.00	e	0.00
14	Aluminum Couplings		15.72	e	0.00			
15	Aluminum Hubs		30.24	e	0.00			
16	Aluminum Straps		7.50	e	0.00			
17								
18	PVC Rigid		23.47	c	0.00	38.00	c	0.00
19	PVC Rigid 90s		15.29	e	0.00	2.00	e	0.00
20	PVC Rigid Couplings		15.72	e	0.00			
21	PVC Rigid Hubs		256.42	e	0.00			
22	PVC Rigid Straps		7.91	e	0.00			
23								
24	PVC Aluminum Rigid		36.75	c	0.00	38.00	c	0.00
25	PVC Aluminum Rigid 90s		150.40	e	0.00	2.00	e	0.00
26	PVC Aluminum Rigid Couplings		15.72	e	0.00			
27	PVC Aluminum Rigid Hubs		248.22	e	0.00			
28	PVC Aluminum Rigid Straps		8.22	e	0.00			
29								
30	Seal Tight	40	19.17	c	767.00	38.00	c	
31	Seal Tight Connector	6	120.00	e	720.00	2.00	e	
32								

PRICING SHEET

ESTIMATE NO. _____

JOB _____

SHEET NO. 12

WORK Wire

OF - SHEETS

ESTIMATED BY

PRICED BY

EXTENDED BY

CHECKED BY

DATE

	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	1000			m	0.00	48.00	m	0.00
2	750			m	0.00	44.00	m	0.00
3	600			m	0.00	40.00	m	0.00
4	500			m	0.00	36.00	m	0.00
5	400			m	0.00	32.00	m	0.00
6	350	1300		m	40.00	32.00	m	0.00
7	250			m	0.00	26.00	m	0.00
8	4/0			m	0.00	24.00	m	0.00
9	3/0			m	0.00	24.00	m	0.00
10	2/0			m	0.00	22.00	m	0.00
11	1/0			m	0.00	20.00	m	0.00
12	1			m	0.00	18.00	m	0.00
13	2			m	0.00	16.00	m	0.00
14	3	100		m	0.00	16.00	m	0.00
15	4			m	0.00	14.00	mm	0.00
16	6			m	0.00	12.00	m	0.00
17	8			m	0.00	8.00	m	0.00
18	10	1500		m	0.00	6.00	m	0.00
19	12			m	0.00	5.00	m	0.00
20	14			m	0.00	4.00	m	0.00
21	Belden	1000		m	0.00	4.00	m	0.00
22	Cat 5/6			m	0.00	4.00	m	0.00
23	Jet line	1		m	0.00	3.00	m	0.00
24	splice kits	5		e	0.00	1.00	e	0.00
25	Misc	1		e	0.00	8.00	e	0.00
26	350 Al			m	0.00	32.00	m	0.00
27	1/0 al			m	0.00	20.00	m	0.00
28								
29								
30								
31								
32								



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: Thursday, May 15, 2025
 Company: Bidding Company
 Attention: Estimator
 Quote Number: 051525-003MP
 Reference: Freeport Generators

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

City Hall Generator: -(1) Generac Model SG350, 350kW Natural Gas Generator -(1) 1200A Automatic Open Transition Transfer Switch	[REDACTED]
Service Center Generator: -(1) Generac Model SG150, 150kW Natural Gas Generator -(1) 800A Automatic Open Transition Transfer Switch	[REDACTED]
River Place Generator: -(1) Generac Model SD350, 350kW Diesel Generator -(1) 400A Automatic Open Transition Transfer Switch	[REDACTED]

Your total cost is \$309,480.00 , plus any required taxes.

City Hall Generator:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Natural Gas fuel system
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Built-in Webserver
- IP65 (front)
- Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
- Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
- Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Coolant Heater, 2500W, 240VAC
- Standard MLCB, 80% rated thermal-magnetic
 - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Oil Temp Sender
- Standard 2-Year Limited Warranty
- SG0350KG30219N18PPYYG

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 1200 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN1200K3CH

Service Center Generator:

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- 150 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Natural Gas fuel system (7-11")
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 90 AH, 700 CCA Group 27F Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Standard MLCB, 80% rated thermal-magnetic
 - 250 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Extreme Cold Weather Kit - Heated Crankcase Breather System
- Flex Fuel Line
- Standard 2-Year Limited Warranty
- SG0150KG269.0S18HPYYG



Waukesha-Pearce Industries

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Phone: 713-723-1050 ~ Fax: 713-551-0799

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 800 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0800K3CH

River Place Generator:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 12.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- UL2200
- EPA Certified
- SCAQMD
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- 36" 693 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- Primary MLCB, 80% rated thermal-magnetic
 - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Critical Grade Silencer
- Coolant Heater, 2000W, 240VAC
- 3 Owner's manuals



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Standard 2-Year Limited Warranty
- SD0350KG17129D18HPYY3

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 35kA Any Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0400K3CH

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

Factory Prepaid, FOB Shipping Point



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Project Clarifications:

- Offering standard materials of construction by Generac Power Systems.
- Quotation based on email. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- **Please be advised that due to the potential for changes in tariffs. All quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.**
- All gas train accessories and required primary gas regulators by others.
- Security fencing provided by others.
- Start Up includes 1 roundtrip to Freeport, Tx with standard manufacturer testing and registration. If any additional trips are needed, they will be charged separately.
- River Place generator is quoted with a 24-hour operation at 100% rated power.
- Quote includes outdoor enclosure per specification request.

Standard Clarifications:

- New cancellation policy included in WPI Terms and Conditions.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- **Manufacturers' standard literature available upon request.**
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.

Current estimated lead time is (see below) from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.

350kW Natural Gas Generator lead time is 12-18 weeks.

150kW Natural Gas Generator lead time is 8-12 weeks.

350kW Diesel Generator lead time is 12-18 weeks.

1200A Automatic Transfer Switch lead time is 12-16 weeks.

800A Automatic Transfer Switch lead time is 10-14 weeks.

400A Automatic Transfer Switch lead time is 6-8 weeks.

Best Regards,

Thomas Lawrence

New Unit Sales – Power Generation

Waukesha-Pearce Industries, LLC

Cell: (281) 928-0469

Email: Thomas.lawrence@wpi.com

www.wpi.com

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENService. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

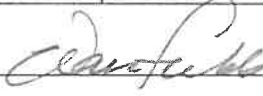
CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on _____ May 16, 2025.

Firm: Texan Municipal and Industrial, LLC TIN: 20-9227817

Signed By:  Date: 5-7-2025

Printed Name: Warren Fields Title: Vice President

Phone #: 713-645-6560 Fax #: _____

Email: Projects@Texanmuni.com Website: _____

Mailing Address: P.O. Box 941548, Houston, TX 77094

Delivery Address: 7011 Dixie Drive, Houston, TX 77087

END OF REQUEST

**TEXAN ELECTRIC CO., INC.**

Unique Entity ID U4NKJNBPE2M5	CAGE / NCAGE 3B9A2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 21, 2025	
Physical Address 7011 Dixie DR Houston, Texas 77087-5217 United States	Mailing Address PO Box 266388 Houston, Texas 77207-6388 United States	

Business Information

Doing Business as TEXAN MUNICIPAL AND INDUSTRIAL	Division Name (blank)	Division Number (blank)
Congressional District Texas 09	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Aug 23, 2024	Submission Date Aug 21, 2024	Initial Registration Date Oct 22, 2002
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Entity Dates

Entity Start Date Sep 23, 1982	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

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

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Dec 19, 2024 05:35:36 PM GMT
<https://sam.gov/entity/U4NKJNBPE2M5/coreData?status=null>

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Texan Municipal and Industrial, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐ <i>(Applies to accounts maintained outside the United States.)</i>	
	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 941548 6 City, state, and ZIP code Houston, TX 77094 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

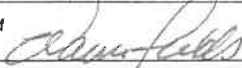
Social security number								
			-					
or								
Employer Identification number								
9	3	-	4	0	7	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **5-7-2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Texan Municipal and Industrial, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entity5.7.2025
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, Texan Municipal and Industrial, LLC, 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

Warren Fields, Vice President

Printed Name and Title of Contractor's Authorized Official

5.7.2025

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: a. contract ____ b. grant c. cooperative agreement N/A d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award N/A	Report Type: a. initial filing ____ b. material change N/A
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Texan Municipal and Industrial, LLC 7011 Dixie Drive, Houston, TX 77087 Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency: N/A		7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____
Federal Action Number, if known: N/A		9. Award Amount, if known: \$ N/A
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): N/A
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: <u>Warren Fields</u> Print Name: Warren Fields Title: Vice President Telephone No.: 713-645-6560 Date: 5-7-2025
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

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

Texan Municipal and Industrial, LLC
Houston, TX United States

Certificate Number:
2025-1306065

Date Filed:
05/07/2025

Date Acknowledged:

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

City of Freeport, Texas

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.

RFP #2025-09
Service Center Generator

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.



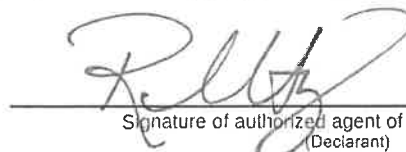
6 UNSWORN DECLARATION

My name is Roma Martinez, and my date of birth is 01-01-2000.

My address is 7011 Dixie Drive, Houston, TX, 77087, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 7 day of May, 2025.
(month) (year)



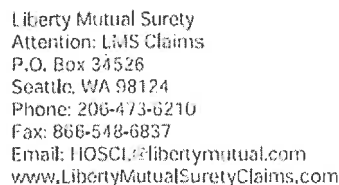
Signature of authorized agent of contracting business entity
(Declarant)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

*** Although not certified, we are 100% woman-owned by Carloyn Hodges. ***





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210853 - 974106

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mitchell Fitzhenry

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2025

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 A.J. Etheredge Company 430 Highway 6 South Suite 150 Houston TX 77079-		CONTACT NAME: Andrea Wilson PHONE (A/C, No, Ext): (713) 464-4888 FAX (A/C, No): (281) 584-9094 E-MAIL ADDRESS: andrea@ajetheredge.com PRODUCER CUSTOMER ID: TEXAN ELECTRIC CO INC	
INSURED TEXAN MUNICIPAL AND INDUSTRIAL, LLC P O BOX 266388 HOUSTON TX 77207-6388		INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Insurance Company INSURER B : Ohio Casualty Insurance Company INSURER C : Evanston Insurance Company INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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.

BSN LTR	TYPE OF INSURANCE	ADDL INSR	SUBS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Per Project Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: A ☐ POLICY ☒ PROJECT ☐ LOC	Y	Y	BKS 62509506	12/28/2024	12/28/2025	EACH OCCURRENCE	\$ 1,000,000
					/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
					/ /	/ /	MED EXP (Any one person)	\$ 15,000
					/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
					/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
					/ /	/ /		\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BAS 62509506	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					/ /	/ /	BODILY INJURY (Per person)	\$
					/ /	/ /	BODILY INJURY (Per accident)	\$
					/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
					/ /	/ /		\$
					/ /	/ /		\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000	Y	Y	USO 62509506 Follow Form Policy	12/28/2024	12/28/2025	EACH OCCURRENCE	\$ 5,000,000
					/ /	/ /	AGGREGATE	\$ 5,000,000
					/ /	/ /		\$
					/ /	/ /		\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS 62509506	12/28/2024	12/28/2025	☒ WC STATUTORY LIMITS ☐ OTHER	\$
					/ /	/ /	E.L. EACH ACCIDENT	\$ 1,000,000
					/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability	Y	Y	MEI6141028	10/09/2024	10/09/2025	AGGREGATE	2,000,000
							PER CLAIM AGGREGATE	2,000,000

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

RFP #2025-09 - Service Center Generator

CERTIFICATE HOLDER

CANCELLATION

Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541

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

ACORD 25 (2009/09)
INS025 (200909)

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AGENCY CUSTOMER ID: _____

LOG #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY A.J. Etheredge Company		NAMED INSURED TEXAN MUNICIPAL AND INDUSTRIAL, LLC
POLICY NUMBER BKS 62509506		
CARRIER Ohio Security Insurance Company	NAIC CODE	EFFECTIVE DATE: 05/16/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: RFP #2025-09 - Service Center Generator

Freeport City Hall (Hereinafter OWNER) is named as Additional Insured in regards to the General Liability and Commercial Auto Policy as provided by Blanket Additional Insured Endorsement, where required by written contract. General Liability and Commercial Auto policies provide Waiver of Subrogation and Primary and Non-Contributory endorsement that are provided in favor of OWNER where required by written contract. Commercial Umbrella Policy is a Follow Form Policy. Pollution Liability Policy provides Waiver of Subrogation in favor of OWNER where required by written contract. General Liability, Commercial Auto and Pollution Liability policies includes 30 days of notice if policy is cancelled by the companies, and 10 days notice if the policy is cancelled for non payment.

Ruben Torres

RubenTorres@TexanMuni.com – 832.202.3314

Over 20 years of experience in municipal and industrial projects, additional information available upon request.

Employment History

Texan Electric July 2023-Present

Operations Manager / Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

W-Industries – Houston, TX February 2022 – July

2023

Senior Project Manager

McDonald Electric – Houston, TX August 2010 – February

2022

Project Manager / Estimator McDonald Municipal and Industrial a Division of McDonald Electric

McDonald Electric – Houston, TX June 2005-

August 2010

Field Superintendent

McDonald Electric – Houston TX January 1999 – June

2005

General Foreman

Licenses

- *Texas Journeyman Electrician License*

WARREN J. FIELDS

Cell 832-859-4116

Member State Bar of Texas - admitted November, 1989

Board Certified in Estate Planning and Probate Law

Texas Board of Legal Specialization (2006).

EXPERIENCE:

Law Offices of Warren J. Fields (10/07 to present)

Texan Electric Co., Inc. d/b/a Texan Municipal and Industrial

Chief Financial Officer, Vice President, Secretary and General Counsel, Board of Directors (February 2023 to present)

Tepco Solutions

General Counsel and business consultant (May 2019 - November 2021)

Saxon Engineering, Inc. d/b/a/ Saxon Technologies

General Counsel and business consultant (January 2017-November 2018)

Mudsaver Valve Technologies

Vice President, General Counsel and Board of Directors (April 2008 to June 2017)

Action Professional Engineering, Inc

Vice President, General Counsel and Board of Directors (11/98 to 3/03)

Coordination of all functions of specialized oilfield drilling company specializing in highpressure

wells including corporate and state (California and Texas) compliance, safety, contracts, negotiations, bids, sales, production and international transactions.

Sloan Fields & Moyer, L.L.P. - Partner (4/03 to 9/07)

Fields & Associates P.C. f/k/a Fields and VerVoort PC (2/95 to 3/03)

Brewer & Pritchard, P.C. (8/93 to 2/95) Construction litigation

Michael Clasen

MichaelClasen@Texanmuni.com – 713-299-5788

**Over 20 years of experience in municipal and industrial projects, additional
information available upon request.**

Texan Electric July 2023-Present

Sr. Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

W-Industries – Houston, TX February 2022 – July 2023

Project Manager

**Mcdonald Municipal and Industrial, a Division of McDonald Electric – Houston, TX
January 2015 – 2022**

Project Manager / Estimator

**MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF MCDONALD ELECTRIC.
AUGUST 2010 - JANUARY 2015**

FIELD SUPERINTENDENT / GENERAL FOREMAN

June 2005 – August 2010

Project Manager / Estimator

June 1998 – June 2005

Apprentice Electrician

**TEXAS JOURNEYMAN ELECTRICAL LICENSE | JUNE 2005 | ELECTRICAL TRAINING
CENTER**

Emilio Herrera

EmilioHerrera@TexanMuni.com – 832-830-9736

Over 10 years of experience in municipal and industrial projects, additional information available upon request.

Texan Municipal & Industrial August 2024- Present

Project Manager

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

Journeyman Electrician, 2018 to 2021

C.F. McDonald Electric Inc.

Apprentice Electrician 2014-2018

McDonald Electric Inc.

Education & Licenses

- Bachelor Of Science in Operations Management
- Texas Journeyman License
- Electrical Apprenticeship Program Certification
- OSHA 30 Certification

Tommy Torres

TommyTorres@TexanMuni.com – 713-252-5201

Over 10 years of experience in municipal and industrial projects, additional information available upon request.

Texan Municipal & Industrial October 2023 – Present *Project Manager*

- *Assist Estimating in bidding opportunities and Preconstruction services.*
- *Manage multiple crews of 6-15 technicians at any given time.*
- *Assist in development of Detailed Scope of Work.*
- *Develop a project site logistics plan.*
- *Maintain a thorough understanding of contract documents.*
- *Manage labor force to achieve optimum performance.*
- *Review and understand material budgets and negotiate purchase orders.*
- *Review and understand equipment budgets and negotiate rental rates.*
- *Monitor project costs and identify areas for improvement.*
- *Provide leadership in quality process.*
- *Provide leadership in the safety and accident prevention programs.*
- *Document daily construction activities.*
- *Issue and maintain short term schedules.*
- *Assist Project Engineers in Shop Drawing and Submittal process.*

W-Industries – Houston, TX February 2022 – August 2023

Superintendent

McDonald Electric – Houston, TX Sept 2004 - February 2022

Foreman/Supervisor

License

- Texas Journeyman Electrician License June 2004

**UNANIMOUS WRITTEN CONSENT OF MEMBER(S) AND MANAGERS
IN LIEU OF
ORGANIZATIONAL MEETING
OF
TEXAN MUNICIPAL AND INDUSTRIAL LLC
(the "Company")
October 31, 2023**

The undersigned, being all the member(s) and managers of the Company, hereby consent to, adopt and ratify in all respects, each of the following resolutions and such consent shall have the same force and effect as a vote by the undersigned at the organizational meeting of the members, and managers called by the undersigned:

Acceptance of Certificate of Formation

RESOLVED, that the Certificate of Formation as filed in the Office of the Secretary of State of the State of Texas on October 31, 2023 and as reviewed by the members and managers of the Company and attached hereto as Exhibit A, be and hereby is accepted and approved, and the Secretary of the Company is directed to place the Certificate of Formation in the corporate record book of the Company; and further

Company Agreement

RESOLVED, that the Company Agreement for governing the affairs of the Company in the form attached hereto as Exhibit B, be and they hereby is, accepted and approved, and the Secretary of the Company is directed to place the Company Agreement in the company record book of the Company; and further

Election of Officers and Board Members

RESOLVED, that Ms. Hodges, as the sole member of the Company and the following managers of the Company hereby establish a board of directors and the following persons were nominated and elected to serve as board members and as officers of the Company until successors are elected and qualified:

President & Chairman of the Board

Chief Financial Officer & Board Member

Vice President & Board Member

Secretary & Board Member

Vice President, General Counsel & Board Member

Carolyn R. Hodges

Warren Fields
Erika Roberts
Warren Fields
Warren Fields

Company Seal

RESOLVED, that the form of seal of the Company, an impression of which may appear in the margin of this Consent be, and it hereby is, approved and adopted as the official seal of the Company in all respects; and further

Certificates of Ownership

RESOLVED, that the form of certificate attached hereto as Exhibit C be, and it hereby is, approved and adopted as the form of certificate to evidence of ownership of the Company; and further

Issuance of Certificates

RESOLVED, that appropriate officers of the Company be, and they hereby are, authorized and empowered for and on behalf of the Company, to issue to the following persons membership certificates for the amount of interest(s) designated below for and against receipt by the Company of appropriate consideration and that when such Certificates are so issued, they shall be duly issued, validly outstanding, fully paid and nonassessable:

Carolyn Hodges	1000	100%
----------------	------	------

; and further

Capital Requirement

RESOLVED, that upon receipt by the Company of the consideration for the issuance of Certificates described in the preceding section, such consideration being valued equal to or in excess of One Thousand Dollars (\$1,000.00), the Company may commence business pursuant to its Certificate of Formation; and further

Depository Bank

RESOLVED, that a bank to be determined by the Managers of the Company be, and it hereby is, designated the depository bank of the Company and that the officers of the Company, individually and collectively are hereby authorized and empowered for and on behalf of the Company to execute resolutions prepared by such bank for the establishment of banking relations between the Company and such institution and two or more be and hereby are authorized to open a bank, money market or brokerage account on the Company's behalf; and further

UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF
ORGANIZATIONAL MEETING - TEXAN MUNICIPAL AND INDUSTRIAL LLC

PAGE 2

Tax Identification Number

RESOLVED, that the Managers of the Company, individually and collectively, be, and are hereby authorized and empowered to apply for a federal tax identification number and any additional tax identification numbers that are or may be required of the Company by any governing authority; and further

Fiscal Year

RESOLVED, that the fiscal year of the Company shall commence on January 1 and end on December 31 of each year, except for the first year of existence, which shall be deemed to have begun on October 31, 2023 and end on December 31, 2023; and further

Office

RESOLVED, that the Managers of the Company be, and are hereby authorized and empowered in the name and on behalf of the Company to establish, with the assistance of agents and employees of the Company, an office in Houston, Texas, including without limitation executing a lease for an office in Houston; and further

Qualification to do Business

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States, or any foreign country in which the Company may desire to do business, the officers of the Company are hereby authorized and empowered, in the name and on behalf of the Company, to appoint, substitute and replace all necessary or appropriate agents or attorneys for service of process, to designate and change the location of the office or offices of the Company and to make and file any and all certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocation of appointment or surrender of authority as such officers of the Company shall approve and deem advisable for the Company; and further

Organizational Costs

RESOLVED, that the Managers of the Company be, and hereby are authorized and empowered to pay all charges and expenses arising out of the organization of this Company and to reimburse any person who has made any disbursements therefore; and further

Authorization and Ratification

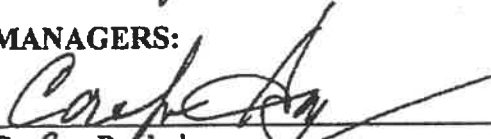
RESOLVED, that the officers of the Company are hereby authorized and empowered, individually and collectively, to (a) sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all such instruments and documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company or otherwise (as in any such officer's judgment shall be necessary, desirable or appropriate) in order to effect the purposes of the foregoing resolutions, and any and all acts and deeds previously performed by the officers or counsel or financial advisors prior to the date of these resolutions that are within the authority conferred hereby are ratified, confirmed and approved as the authorized acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned member(s) and managers have executed this Consent effective as of October 31, 2023.

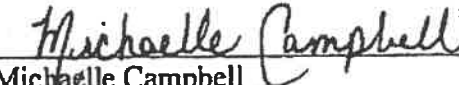
MEMBER:


Carolyn R. Hodges

MANAGERS:


Carolyn R. Hodges


Erika Roberts


Michelle Campbell

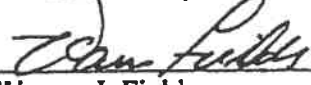
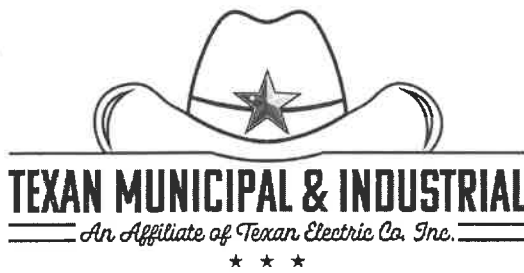

Warren J. Fields

Exhibit A - Certificate of Formation
Exhibit B - Company Agreement
Exhibit C - Certificate of Ownership

UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF
ORGANIZATIONAL MEETING - TEXAN MUNICIPAL AND INDUSTRIAL LLC

PAGE 4



Contracts on Hand

West Harris County Municipal Utility District No. 11 – Water Plant No. 1 Generator - \$858,854.00– 30%

- Jacobs Engineering Inc.: Shawn Sharkey - Shawn.Sharkey@jacobs.com (713) 582-0132

Clear Lake City Water Authority – Water Well No. 7 & Water Plant No. 2 Site Improvements (Generators) - \$856,169.00 – 25%

- LAN, Inc.: Jake Kocurek - JWKocurek@lan-inc.com (713) 821-0433

City of Nixon – Portable Emergency Generator - \$293,289.00– 40%

- BEFCO Engineering, Inc.: Chad Emmel - Chad@befcoengineering.com (979) 968-6474

Athens Municipal Water Authority – Water Treatment Plant Emergency Generator Improvements - \$614,180.00– 80%

- S. D. Kallman, L.P.: Cheryl Anderson - cheryl@sdkallman.com (512) 293-3925

Cinco Southwest Municipal Utility District No. 1 – Water Plant & Water Wells Generator Additions - \$2,351,169.00

- BGE, Inc.: Michael Barrette - mbarrette@bgeinc.com (281) 558-8700

Tarrant County – 350 West Belknap Generator & Automatic Transfer Switch Replacement- \$430,469.00

- Barid, Hampton & Brown: Paul Morris - pmorris@bhbinco.com (901) 289-6013

Gulf Coast Water Authority-Pump Replacement Projects - Thomas Mackey Water Treatment Plant - Clearwell / Industrial Pump Station - \$3,252,956.59 – 35%

- Garver: Wade Parks - wpparks@garverusa.com (713) 395-4285

City of Garland - Lavon Pump Station Backup Generator - \$2,499,169.00

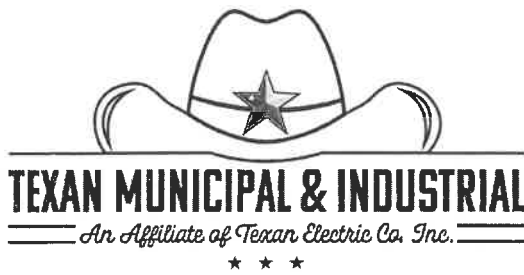
- Gupta & Associates, Inc: Malanie Scallon

City of Richwood – ARPA Generators - \$2,499,169.00

- Strand Associates: Blake Faldyn – blake.faldyn@strand.com (979) 836-7937

TxDOT - Generator Infrastructure, S. Tyler AEM - \$383,169.00

- Texas Department of Transportation: Daphne Harris – Daphne.harris@txdot.gov (512) 765- 3527



Contracts on Hand

Prestonwood Forest Utility District – Wastewater Treatment Plant Emergency Power Generator Replacement - \$656,969.00

- Bleyl Engineering : Ronald Costello - rcostello@bleylengineering.com (936) 756-3661

Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - \$139,169.00

- WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

City of Taylor – Electrical Improvements Project - \$468,169.00

- HDR Engineering: Conor Stuart – conor.stuart@hdrinc.com (737) 230-7318

Fort Bend County Municipal Utility No. 134D – Harvest Green Lift Station No. 2 Generator Addition - \$129,169.00

- Quiddity Engineering: Ken Grafton – kgrafton@quiddity.com (713) 353-7322

West Travis County Public Utility – Southwest Parkway Pump Station Generator Installation - \$386,169.00

- Malone Wheeler: James Inocencio – jamesi@malonewheeler.com (956) 319-5546

Harris County Municipal Utility District No. 531 – Hidden Arbor Lift Station Generator Addition and Lift Station No. 1 - 213,469.00

- LJA: Shayna Helvey - shelvey@lja.com (713) 953-5200

Meadowhill Regional – MCC Wastewater Treatment Plant Replacement

- IDS Engineering Group: Kyle Malek - kmalek@idseg.com – (713) 462-3178



Project References & Experience

- Harris County Municipal Utility District No. 468 – Booster Pump Station Improvements - \$440,003.15
 - BGE, Inc: Gary Goessler - GGoessler@bgeinc.com (281) 744-5315
- City of Milford – 2020 TxCDBG Water Improvements – Emergency Generator - \$128,169.00
 - Freeman-Millican, Inc: Carlos Aguilar - caguilar@fmi-dallas.com (214) 952-0234
- Mission Bend Municipal Utility District No. 1 – Lift Station Electrical Improvements - \$122,669.00
 - Vogler & Spencer Engineering: Jolie Craft – Jcraft@vs-eng.com (713) 557-7787
- City of DeSoto – DeSoto Westmoreland ARPA Generator Improvements - \$694,946.00
 - Garver: Markay Brown – Mbrown@GarverUSA.com (318) 278-1110
- Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - \$139,169.00
 - WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

** The following projects were managed by Ruben Torres & Michael Clasen under their previous employer. The references are to supply information for these individuals apart from their previous employers.

- FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 – Third Storm Water Pump Station – Bid Package 4C – building interior
 - Contact: Jim Kidda – 832-731-3773
- FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 152 – Lift Station No. 1 Rehabilitation
 - Contact: Makayla Murski – 713-462-3178
- DOWDELL PUBLIC UTILITY DISTRICT – Water Plant No. 1 Demolition
 - Contact: Taylor Reed - 713-782-0042
- HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 81
 - Contact: Gary Gossler – 281-744-5315
- CITY OF LAREDO – Manadas Creek Wastewater Treatment Plant **\$9.8MM** – 2022
- CITY OF PFLUGERVILLE – Surface Water Treatment Plant Standby Generator **\$7.6MM** – 2021
- TEXAS DEPARTMENT OF CRIMINAL JUSTICE – Replace Primary Distribution System Wynne Unit **\$7MM** – 2019
- HARRIS COUNTY MUD 558 – Generator
 - Costello Engineering: Nicholas Pratka – 713-783-7788
- CITY OF MADISONVILLE – Generator
 - Strand & Associates: Hollie Janecka, P.E. - 979-836-7937
- SOUR LAKE - Generator
 - Bleyl Engineering: Blake Barringer, P.E. - (936) 441-7833
- BEECHNUT MUD - MCC
 - Sander Engineering Corporation: Erik Miller, P.M. - (713) 784-4830



City Council Agenda Item #[3.E]

Title: Consideration and possible action awarding bid and authorizing the City Manager to sign contract for the Freeport Brownfields Program.

Date: June 2, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommend awarding the bid to Terracon.

Item Summary: On Friday, May 16, 2025, bids were opened for the Freeport Brownfields Program.

Background Information: The City of Freeport was awarded a \$500,000 project by the U.S. Environmental Protection Agency (EPA) for the Brownfields Program. This grant provides funding for the City of Freeport to conduct eligible assessment-related activities. This bid is to award a Qualified Environmental Professional to conduct the environmental site activities for the project. The bids were received as:

Altamira - Schedule of Rates
Geosyntec - Schedule of Rates
Terracon - \$452,200.00

Special Considerations: N/A

Financial Impact: This grant is 100% reimburseable so there is no financial impact.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 2025-06 - Bid Opening Packet
2. 2025-06 - Altamira Bid Response
3. 2025-06 - Geosyntec Bid Response
4. 2025-06 - Terracon Bid Response



RFP # 2025-06 PUBLIC BID OPENING

Project No. EPA-OLEM-OBLR-23-12

Project Name: Freeport Brownfields Program

Submissions Due Date:

Friday, May 16, 2025, at 10:00 AM CST

No Submissions after deadline were accepted.

BIDS WERE OPENED PUBLICLY AND READ ALOUD AT:

City Hall 1201 North Avenue H Freeport, TX 77541

On the following date and time:

Friday, May 16, 2025 at (10:00AM)

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526



SIGN IN SHEET

NAME	COMPANY	EMAIL
Ashlee Hurst	COF	ahurst@freeporttx.gov
Crystal Ruiz	COF	criz@freeporttx.us
Clarisa Fernandez	COF	Cfernandez@freeporttx.gov



BID TABULATION

[illegible]



BID EVALUATION (IF APPLICABLE)

VENDOR	EXPERIENCE (MAX 40)	WORK PERFORMANCE (MAX 25)	CAPACITY TO PERFORM (MAX 35)	TOTAL SCORE	TOTAL OF PROPOSAL
Altamira	38	24	32	94	Schedule of Rates
Geosyntec	40	23	33	96	" "
Terracon	40	25	35	100	452,200

✓



SCORING CRITERIA

Experience:

Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)
Proposer's/Respondent's experience/past relationship with the City (Max 5 points)
Experience of Project Manager or Site Superintendent (Max 10 points)
The extent to which the goods or services meet the City's needs (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 40

Work Performance:

Past Performance on similar projects of size and scope (Max 10 points)
Management of Purchase Price/Pricing (Max 10 points)
Quality of goods and services (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 25

Capacity to Perform:

Experience of Staff (Max 10 points)
A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)
Adequacy to do the work assigned (Max 10 points)
Professional Liability insurance in force (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 35

OVERALL TOTAL POSSIBLE: 100

Freeport Brownfields Program, EPA-OLEM-OBLR-23-12

Page 437 of 578

May 14, 2025

City of Freeport

Attention: Clarisa Fernandez, City Secretary

1201 North Avenue H

Freeport, TX 77541

Re: RFP #2025-06 – Freeport Brownfields Program

Dear Ms. Fernandez,

Altamira, LLC would like to express our sincere interest to conduct environmental services for the Freeport Brownfields program under the Brownfields Community Wide Assessment Grant by the U.S. Environmental Protection Agency (EPA).

Altamira has a large variety of experience with Brownfields and remediation projects. Our team is experienced in providing services to a variety of environmental projects, including Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, environmental sampling and investigations, cleanup cost estimates, plans and documents, grant application documents, quality assurance project plans, cleanup alternatives and oversight, and public and technical meetings.

Enclosed you will find information on our firm, descriptions of key personnel, relevant project experience, as well as our Conflict-of-Interest Statement, Certification Regarding Lobbying, Certification Form, W-9, Certificate of Insurance, and our 2025 Schedule of Rates. These items highlight our expertise in Brownfields redevelopment, environmental site assessments, environmental investigations, and environmental cleanup services. Altamira is ready and able to take on the associated challenge of environmental services for Brownfields Redevelopment projects.

We would like to thank you for this opportunity and consideration. Should you have any questions, feel free to contact me at 425-238-3813.

Sincerely,



Jason McGinn

VP, Environmental | 425.238.3813 | jason.mcgin@Altamira-US.com

10370 Richmond Ave

Suite 800 (Tower I)

Houston, TX 77042

May 13, 2025

Subject: Conflict of Interest Statement

We are writing to formally address the Conflict of Interest Questionnaire (003) submitted by Altamira-US (Altamira). Pursuant to Chapter 176 of the Local Government Code, we have thoroughly reviewed our business relationships and transactions to ensure compliance with the relevant sections cited in the questionnaire.

Based on our review, we confirm that Altamira does not have any conflicts of interest as defined under the Local Government Code § 176.001(1-a), § 176.003(a)(2)(A) and (B), and § 176.006(a) and (a-1). Specifically:

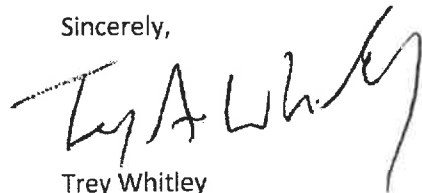
1. **Business Relationships:** Altamira does not have any business relationships with local government officers or their family members that result in taxable income exceeding \$2,500 during the preceding 12-month period.
2. **Gifts:** Altamira has not given any gifts to local government officers or their family members with an aggregate value exceeding \$100 during the preceding 12-month period.
3. **Family Relationships:** Altamira does not have any family relationships with local government officers of the local governmental entity.

We have ensured that all transactions conducted by Altamira are subject to terms available to the public and are in compliance with federal, state, and local regulations. Additionally, any purchases or leases of goods or services are from entities chartered by state or federal agencies and subject to regular examination and reporting.

We trust that this letter satisfactorily addresses the Conflict of Interest Questionnaire. Should you require any further information or clarification, please do not hesitate to contact us.

Thank you for your attention to this matter.

Sincerely,



Trey Whitley
President, COO
Altamira-US
Trey.Whitley@altamira-us.com

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, Altamira-US, LLC, 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

Trey Whitley President, C.O.O.
Printed Name and Title of Contractor's Authorized Official

5/15/2025
Date

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on April 11, 2025, 2025.

Firm: Altamira-US, LLC TIN: 47-1264544

Signed By: T. A. Whitley Date: 5/14/2025

Printed Name: Trey Whitley Title: President, C.O.O.

Phone #: 713-249-0399 Fax #: 405-843-4687

Email: trey.whitley@altamira-us.com Website: www.Altamira-us.com

Mailing Address: 10370 Richmond Ave. Suite 800 Houston, TX 77042

Delivery Address: 10370 Richmond Ave. Suite 800 Houston, TX 77042

END OF REQUEST

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Altamira-US, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 525 Central Park Dr., Suite 500 6 City, state, and ZIP code Oklahoma City, OK 73105 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	7	-	1	2	6	4	5	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Blake Manuel**

Date **1-22-25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(i)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the **person** or **entity** whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a **disregarded entity**). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows **types of payments** that may be **exempt** from backup withholding. The **chart applies to the exempt payees** listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



ALTAMUS01C

EOVERBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2024

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 License # 100104501 INSURICA 3510 24th Ave NW, Suite 201 Norman, OK 73069	CONTACT NAME: PHONE (A/C, No, Ext): (405) 321-2700 FAX (A/C, No): (405) 360-8892 E-MAIL: ADDRESS:	
INSURED Altamira-US LLC 525 Central Park Drive, Ste 500 Oklahoma City, OK 73105	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Company of America	25666
	INSURER B: The Travelers Indemnity Company of Connecticut	25682
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Allied World Surplus Lines Insurance Company	24319
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:		P6601S37659A	5/17/2024	5/17/2025	EACH OCCURRENCE \$ 1,000,000			
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
						MED EXP (Any one person) \$ 5,000			
						PERSONAL & ADV INJURY \$ 1,000,000			
						GENERAL AGGREGATE \$ 2,000,000			
						PRODUCTS - COMP/OP AGG \$ 2,000,000			
						EBL AGG \$ 2,000,000			
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
						BODILY INJURY (Per person) \$			
						BODILY INJURY (Per accident) \$			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		8101S3743622443G	5/17/2024	5/17/2025	PROPERTY DAMAGE (Per accident) \$			
						\$			
						\$			
						EACH OCCURRENCE \$ 5,000,000			
						AGGREGATE \$ 5,000,000			
						\$			
						PER STATUTE			
						OTH-ER			
						E L EACH ACCIDENT \$			
						E L DISEASE - EA EMPLOYEE \$			
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP1S398439	5/17/2024	5/17/2025	E L DISEASE - POLICY LIMIT \$			
						\$			
						\$			
						\$			
						\$			
						\$			
						\$			
						\$			
						\$			
						\$			
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		03111945	2/14/2024	2/14/2025	Per Claim/Agg Limit 2,000,000			
						03111945	2/14/2024	2/14/2025	Per Claim/Agg Limit 2,000,000
D	☒ Professional Liabili ☒ Pollution		03111945	2/14/2024	2/14/2025	Per Claim/Agg Limit 2,000,000			

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

CERTIFICATE HOLDER

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

Altamira

2025 SCHEDULE OF RATES

<u>Categories</u>	<u>Labor Billing Rate Per Hour (\$USD)</u>
➤ Intern / Technician / Project Administrator / Staff Scientist / CADD Technician / GIS Technician	\$44 – 113
➤ Staff Engineer / Project Controls / Project Scientist	\$96 – 141
➤ Sr. CADD Technician / Sr. GIS Technician / Sr. Field Technician	\$113 – 141
➤ Drafter / GIS Specialist / Field Supervisor	\$135 – 166
➤ Project Engineer / Assistant Project Manager / Senior Scientist / Engineering Intern	\$141 – 178
➤ Designer / Senior GIS Specialist	\$146 – 183
➤ Senior Engineer / Project Manager / Senior Technical Specialist / Program Manager / Professional Engineer	\$158 – 254
➤ Process Simulation / Modeling	\$163 – 203
➤ Senior Designer / Expert GIS / Professional Geologist	\$170 – 206
➤ Director / Principal / Senior Program Manager	\$208 – 255
➤ Technical Authority / Principal Oversight	\$258 – 325

Activities

- | | |
|---|--|
| <ul style="list-style-type: none"> • Engineering • Project Management • Field Services & Technical Services • Environmental Planning, Permitting & Compliance | <ul style="list-style-type: none"> • Digital Solutions • Project Services & Compliance • Regulatory & Strategic Consulting • Asset Integrity • Remediation & Waste Management |
|---|--|

E-Communication Fee

5% of Labor

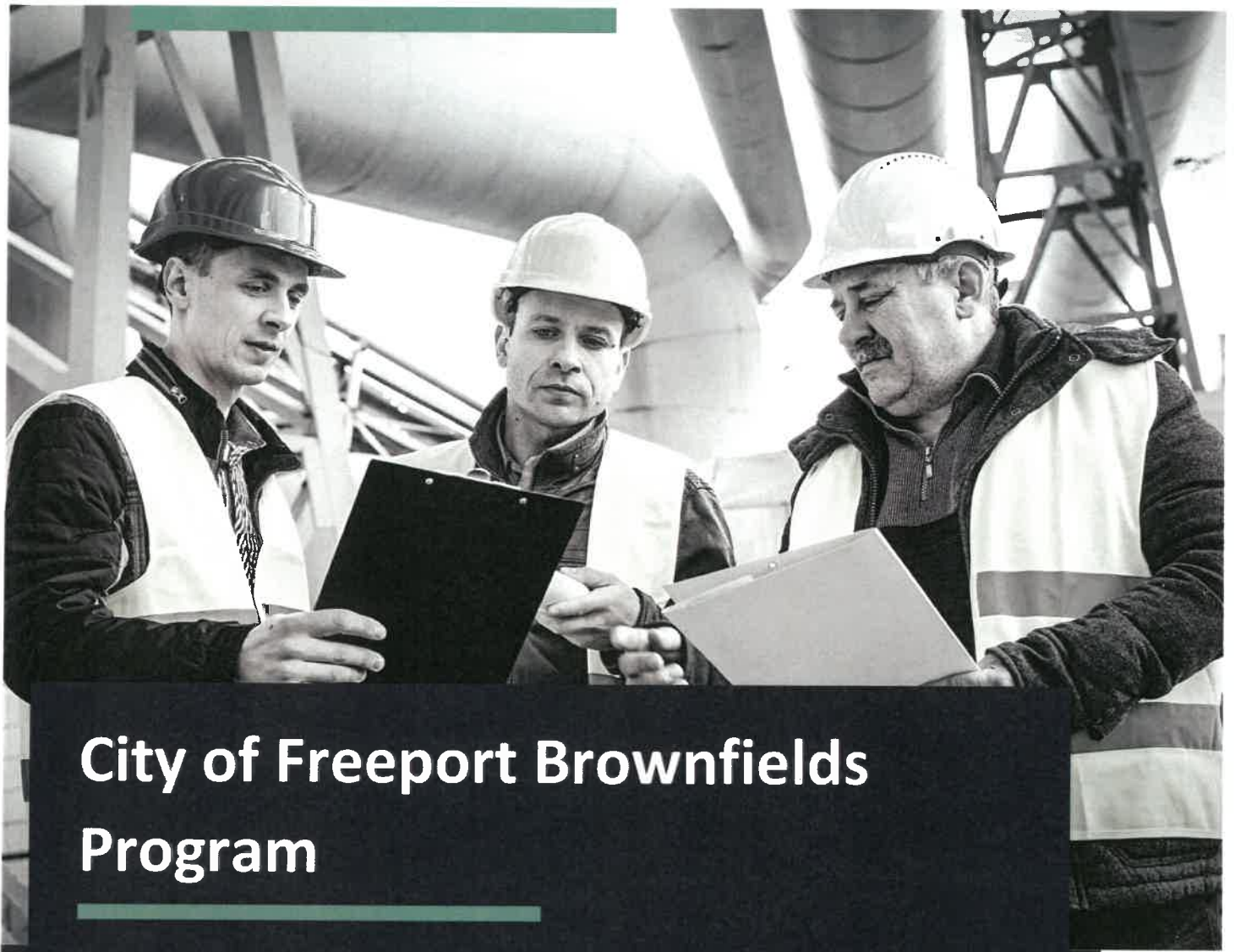
Applied to labor charges for deliveries, postage, e-graphics, e-printing, data/storage, project support and logistics.

Subcontracted Services and Project Reimbursables (Other Direct Charges)

Cost + 15%

Notes

1. Overtime will be charged as Straight Time for exempt personnel. A premium of 30% for overtime rates is only applicable for Customer-requested, non-exempt employees' overtime work, and shall only be applied when pre-authorized by Customer.
2. All Expert Testimony and Litigation Support will be charged at 1.5 times the Labor Billing Rate above.
3. All project-related travel mileage will be charged at the then standard IRS approved rate.
4. Equipment and expendable materials shall be billed at the rates shown on the project equipment list, available upon request.
5. Per Diem Charges for meals shall be billed at the GSA rates.
6. Vehicles shall be billed as follows:
 - Commuter Vehicles: Billed at the GSA rates in effect at the time the expense is incurred.
 - Field Vehicles: At the daily rate shown on the current equipment list.
7. If the invoice is not paid within the contract payment terms a late fee charge of 1.5% will be charged each month the invoice is past due by the payment terms of the contract. This fee will be added to next month's invoice. NOTE – this assessment of charging the fee needs to be communicated in the contract with the client and also need to add the verbiage on invoices going forward **"Invoices not paid within terms are subject to a 1.5 percent monthly late fee charge."**



City of Freeport Brownfields Program

Prepared for: The City of Freeport

Proposal Number 4377
ALTAMIRA-US, LLC.

CONTENTS

- 1.0 Executive Summary
- 2.0 Overview of Altamira
- 3.0 Project Safety
- 4.0 Project Experience
- 5.0 Meet Your Team
- 6.0 Alternative Operating Model
- 7.0 Conclusion



1.0 Executive Summary

Why should the City of Freeport choose Altamira?

Altamira is one of the preeminent environmental and consulting services companies in the United States. Built on the exceptional expertise of our legacy companies, Altamira specializes in environmental field services, environmental consulting, permitting and compliance, civil engineering, remediation, surveying and image technology, and products to provide solutions to complex problems for clients in both the public and private sectors.

Our team is experienced in providing a full suite of environmental and engineering services to manage assets safely and efficiently. Altamira brands have served environmental, energy, and infrastructure clients for over 30 years.

Scope of Work

Altamira, LLC would like to express our sincere interest in providing environmental services to the City of Freeport for the Freeport Brownfields program under the Brownfields Community Wide Assessment Grant by the U.S. Environmental Protection Agency (EPA). Upon approval of this proposal Altamira is prepared to:

1. Provide technical assistance including developing and maintaining outreach strategies, attending education forums. Implementing outreach strategies and attending any related meetings, as well as posting program information in the applicable areas. Identify and gather recognized and potential sites in target areas, enter those sites on mapping tool, and convene steering committee meetings to rank and prioritize sites.
2. Provide assessment services including creating a generic Quality Assurance Project Plan (QAPP), Phase I Environmental Site Assessment (ESA) and Phase II Environmental Site Assessment (ESA). Conducting and overseeing asbestos-containing material, lead-based paint and/or mold surveys.
3. Provide remedial activities based on the remedial action plan provided. Oversee the work of the remediation contractor.
4. Perform programmatic support including procuring contractors, preparing request for proposals, evaluating applications, conducting interviews, making selections, attending trainings and conferences and submitting quarterly reports detailing such activities,
5. Prepare closure reports in accordance with the state and federal laws.

Altamira's numbers at a glance related directly to your project team:

- 156 years in overall Environmental Consulting and/or Industrial Experience
- 71 years specifically Managing Long-Term Groundwater Remediation Projects
- 76 years Overseeing Groundwater Remediation Recovery Systems
- 44 years as the Hands-On Technician Working Routinely on the Systems

What sets Altamira apart from other firms?

- Quality: All projects have Principal oversight and review.

- **Critical Thinking:** Altamira critically assesses all input from scientists, operators, engineers, agencies, and other resources.
- **Planning:** Altamira has a proven track record of moving projects through the required processes to exceed the client and regulatory agencies' expectations.
- **Valuable Tools:** Altamira uses state of the art tools to minimize overhead and streamline our workflow.

2.0 Overview of Altamira

Altamira consistently delivers proven value to our clients by leveraging a distinctive combination of technical expertise and operational management experience.

Our extensive experience provides us with a clear advantage when designing and implementing solutions for client challenges and supporting client success by achieving their safety, environmental, and social responsibility goals. Reinforced by a structured delivery model, our scalable, reliable, and repeatable methodologies and digital tools deliver solutions across the value chain.

By combining our deep operations experience with the latest advances in digital technology, the Altamira team of technical experts, management advisors and multi-disciplined professionals drive competitive advantages.

Altamira Solutions Include:

- Advisory and Strategic Consulting
- Digital Solutions
- Regulatory Compliance
- Environmental, Health and Safety
- Asset Integrity
- Engineering

Our Goal

Our goal is to positively impact your business as well as the environment with superior responsiveness, greater transparency, and an unrivaled focus on solutions that meet your needs.

Your Competitive Advantage

Our mission is to support client success by providing practical, sustainable solutions that increase value and reduce risks for our client's business. We are successful only when our clients succeed competing in increasingly complex and demanding environments.

Our Mission

Our mission is to support client success by providing practical, sustainable solutions that increase value and reduce risks for our client's business. We are successful only when our clients succeed competing in increasingly complex and demanding environments.

Our Promise

We are committed to using our value statements as guiding principles to shape and maintain our company culture, including interactions internally, professionally, and client-facing. It is the responsibility of leaders to model our values and recognize team members promoting our values. We are all representatives of this company.

3.0 Project Safety

Altamira believes that our employees are our company's most valuable resource, and that they deserve the right to practice their profession in a safe working environment. For that reason, one of Altamira's core values promotes the health and safety of our people, clients, visitors, and business partners. Safety performance is a business-critical metric that can directly and indirectly affect both the City of Freeport and Altamira's ability to provide value to customers, communities, employees, and shareholders. Altamira understands this business model and has a proven ability in providing excellent client service in a safe manner.



Altamira is committed to meeting the highest standards of environmental stewardship across our organization by respecting human rights in all our business practices, and by prioritizing the health, safety, and well-being of our workforce and the communities that we operate in. We recognize that the long-term success of Altamira and sustainable value creation are dependent on efficient management and implementation of environmental, social, and governance (ESG) matters.

4.0 Project Experience

City of Oklahoma City Planning Department - Brownfields Program

From 2011 through 2014, Altamira provided on-call environmental consulting services to the City of Oklahoma City's Brownfields Program under project number MC-0466. Properties evaluated have included key redevelopment sites within Oklahoma City's core. By evaluating these properties, their environmental conditions and baseline are known, as well as any potential for liability due to contamination. Many sites' current uses or structures, particularly in urban areas such as OKC's core, are not representative of their historical uses. Historical activities on commercial/industrial properties might have included operations that stored, utilized, or disposed of varying quantities of hazardous materials. Additionally, historic building materials that were once common or mandatory may represent current-day health risks to users

Completing a Phase I Environmental Site Assessment (ESA) before the purchase of a property generally fulfills the All-Appropriate Inquiry (AAI) requirement. Fulfilling AAI is a critical step in protecting a future landowner's liability with respect to contamination. In the event the Phase I identifies the possible presence of contamination, Altamira provides a Phase II ESA investigation that will provide a more accurate assessment. If a property has environmental concerns, developers can run into difficulty obtaining standard bank financing due to liability. In such cases, the City of Oklahoma City's Brownfields Program has a revolving loan fund to provide low-interest gap financing for environmental clean-up activities.

Project Responsibilities

- Phase I & II Environmental Site Assessments
- Soil and Groundwater Remediation

- Coordination with U.S. Housing and Urban Development (HUD)
- Continuation of Brownfield projects to ODEQ's Voluntary Cleanup Program
- Coordination and management of asbestos lead-based paint and mold subcontractors
- Drilling, Plugging and Abandoning Monitoring Wells
- Soil Management Plans

21c Museum Hotels - FRED JONES MANUFACTURING BUILDING RENOVATION

Altamira was initially retained by the City of Oklahoma City Planning Department Brownfields Program to conduct a Phase I Environmental Site Assessment (ESA) for the historic Fred Jones Ford Manufacturing facility and adjacent properties located in downtown Oklahoma City. The Fred Jones facility building was constructed in 1916 to initially house a Ford Motor Company plant, which produced Ford Model T automobiles.

The Phase I ESA Report identified a number of Recognized Environmental Conditions (RECs) and Altamira recommended that a Phase II ESA be performed to evaluate certain RECs. Subsequent to completing the work conducted for The City of Oklahoma City, the property owner engaged Altamira to continue to provide environmental services related to development of the properties.

Key Project Elements

- Develop an Environmental Management Plan that was included as part of construction bid documents
- Observe demolition activities to evaluate soils exposed at the ground surface and oversee the appropriate management of soils in accordance with the Soil Management Plan and Environmental Management Plan
- Conduct indoor air sampling to confirm indoor air quality met EPA-guidelines
- •Conduct asbestos and lead-based paint inspections and abatement, utilizing qualified subcontractors
- •Conduct additional site investigations as needed to support the project
- •Coordinate environmental activities with the project owner, architect, construction manager, construction contractors, legal counsel, regulatory agencies and lenders
- •Provide assistance to the owner and the owner's attorney to complete the environmental work in a manner consistent with Oklahoma Department of Environmental Quality and Oklahoma Corporation Commission rules and regulations

Brownfield Acquisition for Renewable Energy Startup

Altamira was retained by a private equity-backed renewable energy startup was interested in acquiring a shuttered refinery to produce biodiesel. Following 60+ years of traditional refining the property had numerous Solid Waste Management Units (SWMUs), Areas of Concern (AOCs), underlying groundwater impacts, and uncharacterized process areas. The seller had proposed to retain known liabilities but was open to our client assuming the liabilities in exchange for a purchase price discount.

Under a compressed timeline of less than 30 days, the potential buyer wanted:

- Quantification of the expected range of costs to mitigate known

environmental liabilities.

- A single dollar value that could be reasonably expected to mitigate known environmental liabilities.
- An understanding of the potential risks associated with demolition & construction in the uncharacterized process areas.
- Early identification of any “showstopper” conditions that would kill the deal.

Project Results

At the completion of the project the client was able to:

- Verify that the target property and underlying aquifer met process requirements.
- Communicate the benefits of the novel GTL process to potential investors.
- Obtain permits on a timeline that did not hinder site development or construction.
- Optimize operating budgets by utilizing “fractional” compliance support services instead of full-time employees.

Remediation of Chlorinated Solvent Plume in Angleton, Texas

Completed an Affected Property Assessment and Affected Property Assessment Report (APAR) under the Texas Risk Reduction Program at facility with an identified chlorinated solvent plume. Following approval of the APAR, Altamira prepared and implemented a Response Action Plan (RAP) for a Remedy Standard A closure. The RAP consisted of removal of the affected soil source area by dig and haul and injection of Plume Stop and hydrogen release compound on a grid pattern to immobilize the CVOC constituents and increase the rate of degradation.

San Patricio County Airport – Various Agricultural Chemicals

The site was historically impacted by various agricultural spraying services. Planes utilized two wash pad areas to clean out airplane storage tanks of pesticide and herbicide solution. The solution directly discharged to an associated earthen pit. Soil and groundwater at the site are affected. The site is currently regulated under the TCEQ’s Texas Risk Reduction Program (TRRP). Extensive soil and groundwater assessment has been conducted on the airport property and on the adjacent off-site properties to provide delineation of affected soil and groundwater. Chemicals of concern include VOCs, SVOCs, pesticides, herbicides, and arsenic.

A pilot study was conducted which included installation of two key injection wells and the injection of sodium persulfate and Ferric EDTA to the upper groundwater bearing unit. The methodology degrades organic compounds by chemical oxidation. Once the organic compounds are removed, the ferric EDTA or ferric citrate are used to convert arsenite to arsenate (immobilization-precipitation into soil matrix). Following injection, groundwater monitoring was conducted to observe the reduction of organic compounds and conversion of arsenite to arsenate. A Response Action Plan was submitted in 2011 and approved by the TCEQ in 2012. Since approval, all affected soil off-site and the two earthen pits have been excavated and removed from the site. Arsenic in groundwater will be managed under TRRP using a plume management zone (PMZ).

TxDOT Lubbock – Chlorinated Volatile Organic Compounds

The site historically utilized a Class-V injection well system (drywell) to dispose of various liquid wastes from the facility laboratory. Groundwater at the site was affected by chlorinated volatile organic compounds as a result of the waste disposal into the drywell. Monitoring wells were installed to delineate chemicals of concern in groundwater. Soil vapor extraction and air sparge pilot tests were conducted to define subsurface conditions and provide information necessary for remediation system design. A series of eight SVE wells and five air sparge wells were installed and connected to associated blower and air compressor. The system operated for approximately one year and reduced concentrations of chemicals of concern in groundwater below the regulatory protective concentration levels.

Rio Paisano Ranch – Natural Gas Condensate

The site is the location of a former field dehydration and storage tank facility. Historical operations resulted in a release of natural gas condensate to surrounding soil and groundwater. A series of 39 injection wells were installed, overlapping the affected groundwater plume. Each of the 39 injection wells were injected with 1,200 gallons of 5% magnesium sulfate solution. The reagent solution was used to supply additional sulfate to groundwater to enhance bio-stimulation. The technology utilizes anaerobic bio-oxidation to degrade petroleum hydrocarbons.

Northumberland PCB Remediation and Asphalt Plant Demolition

The site was historically utilized as an asphalt batching plant. Heating oil used in the asphalt transfer process contained PCBs which released to surrounding soil. An assessment of soil and groundwater was conducted and the site was closed using a risk based program in conjunction with the state and EPA.

TxDOT Seminole – Hydrocarbons, TPH, and VOCs

The site historically utilized a Class-V injection well system (drywell) to dispose of various liquid wastes from the facility shop. Groundwater at the site was affected by phase-separated hydrocarbons, TPH, and various VOCs as a result of the waste disposal into the drywell. An aquifer yield test was conducted in addition to an SVE pilot study to determine site specific subsurface parameters. A pneumatic total fluids pump was installed and used to remove PSH and affected groundwater and to create a capture zone to prevent further migration of PSH. The total fluids were routed through an oil water separator. Produced water was routed through activated carbon and then to the public sanitary sewer system. Produced oil was piped to an oil storage tank. In addition, a soil vapor extraction system was installed to pull PSH towards the recover well and aid in volatilization of organic compounds.

Western Farmers Electric Cooperative

Altamira prepared an application for an existing CCR Surface Impoundment. Altamira continues to coordinate long-term groundwater sampling efforts, conducts statistical analysis of groundwater, and prepares notifications and reports as required by Oklahoma Department of Environmental Quality CCR Regulations.

Groundwater Monitoring and Groundwater Statistical Analysis

Altamira coordinates groundwater sampling efforts, conducts statistical analysis of groundwater and submits groundwater monitoring reports for several landfill clients as required by Oklahoma Department of Environmental Quality Regulations. Clients have included Southern Oklahoma Regional Disposal Landfill, Northern Oklahoma Disposal Inc. Landfill, City of Sayre Landfill, Northwest Oklahoma Solid Waste Disposal Authority Landfill, Absolute Waste Solutions Landfill, American Environmental Landfill, Center Point Landfill, North Tulsa Landfill and City of Broken Bow Landfill.

Oklahoma Department of Transportation – Petroleum, Solvent, Lead Impacts

Altamira conducted subsurface Investigations, including soil and groundwater sampling, at several potentially impacted properties. Conducted investigation to identify whether petroleum, solvent, and lead impacts to soil and/or groundwater were present along portions of the former Interstate 40 (which became the Oklahoma City Boulevard) in Oklahoma City, OK. Conducted investigation and closure of underground storage tank sites through the Oklahoma Risk Based Corrective Action (ORBCA) process at properties owned by ODOT near Durant, Oklahoma and in Cherokee County, Oklahoma. Conducted an investigation to identify whether petroleum impacts to soil and groundwater were present along a proposed bridge and exit ramp near Interstate 44 in Tulsa, Oklahoma and prepared a Soil Management Plan to address management of possible impacted soils and/or groundwater if encountered during construction. Provided over-site and sampling during construction activities in impacted areas identified and conducted limited treatment of petroleum impacted groundwater via chemical oxidation and activated carbon.

5.0 Meet Your Team

We are passionate about providing high quality results for The City of Freeport. Our industry-leading staff have experience at the state and local levels to navigate you through traditional and complex problems being faced in today's constantly changing regulatory environment. Your team below is excited and ready to listen to your concerns, provide continued support for your on-going, long-term Brownfields project, and provide a lasting strategy that fits within your company culture and values while helping you maintain compliance.

Trey Whitley, P.E. – President, Chief Operating Officer

Will serve as Principal Oversight t.

Trey Whitley has over 25 years of experience spanning a variety of positions in the engineering consulting industry. Prior to joining Altamira, Mr. Whitley served as the Interim Chief Executive Officer (CEO) for G2 Integrated Solutions, where he had previously invested six years building and managing a diverse team of professionals at predecessor G2 Partners, a business centred around resolving asset integrity issues for the energy industry.

At TRC Companies Trey was a Senior Program Manager overseeing numerous Exit Strategy sites, including numerous groundwater treatment systems. Mr. Whitley has experience with the design, construction, and operation of numerous groundwater control methods including dual-phase extraction, pump & treat, and phytoremediation in addition to treatment using technologies ranging from activated carbon to membrane bioreactors. His groundwater remediation experience also includes in-situ technologies as well as monitored natural attenuation.

William Mark Treybig, P.E. - Engineering Technical Advisors

Will serve as an Engineering Technical Advisor.

Mark Treybig has over 42 years in between oil and gas and energy industry and engineering technical consulting related roles. Prior to joining Altamira, Mr. Treybig served as the Principal Engineer and Vice President of Engineering of G2 Integrated Solutions. In his role, Mark managed a staff of 30+ engineers and designers while maintaining oversight of all engineering projects within the department.

At G2 Integrated Solutions, Mr. Treybig assisted clients with PHMSA and state agency audits and developed 49 CFR 192 & 195 compliance programs with the results of those audits. He also served as the project lead for several root cause analysis investigations. In addition, he managed and designed rebuilding projects for oil and gas production platforms in gulf coast waters. Mr. Treybig also served as a project manager for both a 12-mile gas transmission pipeline with three compressor stations and lead a grassroots construction project for five compressor station designs for the FERC regulated guardian project.

Bradley Brittain – Senior Project Manager/Geologist

Will serve as a Senior Project Geologist.

Bradley has over 20 years of experience in environmental consulting. He has extensive experience in the performance and management of site investigations, remediation systems, remedial actions, and construction services at private and public facilities across the south-central United States.

Mr. Brittain served as the site lead and project manager for two separate Brownfield investigations and remediation projects. There, he conducted initial Phase I and II site investigations and Analysis of Brownfields Cleanup Alternatives (ABCA) for former manufactured gas plants in Oklahoma, with one site being heavily impacted with volatile and semi volatile compounds and the other impacted with lead. Risk assessments were conducted as a part of both ABCAs. At one site, excavation was selected as the primary alternative for soil, while chemical oxidation was chosen for groundwater. At the other site, the



capping of impacted areas with clean soil was selected as the remediation method for this site.

As the lead proposal writer and project lead for the closure of a 20-acre Coal-Combustion Residuals (CCR) pond in Oklahoma, Mr. Brittain lead his project team to divert the plant effluent (ranging from 50-2,500 gallons per minute) to a separate inline filtration unit constructed by the project team. The previously used pond was dewatered so that residual sludge could be pumped out. The pond was then relined and recommissioned for use.

Chris Schaefer – Senior Engineer/Geologist

Will serve as a Senior Project Geologist

Chris Schaefer has extensive experience in the environmental field dating to 1991. Mr. Schaefer has experience both as a regulator (State of Tennessee) and as a consultant. He has been involved in permitting hazardous waste treatment, storage and disposal facilities, solid waste landfills and transfer stations. He is experienced in implementing groundwater detection monitoring and performing the associated statistical analysis of the data. Mr. Schaefer has conducted several Phase I and Phase II Environmental Site Assessments for private entities and has conducted site investigation, characterization and/or remediation at several sites through appropriate regulatory agencies. Mr. Schaefer has developed Site Characterization Work Plans and Reports, Remedial Work Plans, Feasibility Studies, and/or Interim Remedial Action Reports for properties impacted by chlorinated solvents, petroleum compounds and heavy metals. Mr. Schaefer is a licensed underground storage tank remediation consultant in the State of Oklahoma and has been involved with investigation/remedial efforts at more than fifty underground storage tank release sites in the States of Oklahoma, Michigan and Wisconsin. Mr. Schaefer has been involved in monitoring for indoor vapor intrusion as well as in the design and implementation of vapor intrusion mitigation systems

Bert Smith – Senior Hydrogeologist

Will serve as a Senior Hydrogeologist.

Mr. Smith has over 38+ years' experience with the oil/gas industry on most types of environmental regulatory issues, from permitting, to the investigation and remediation of condensate, oil, and brine impacted soil/groundwater. He also has an extensive technical background and project management experience in working on RCRA, Nuclear, LUST, Brownfields, Voluntary Cleanup, Superfund and Commercial/Industrial Redevelopment related projects.

In association with shale gas development, he has been in a leading position to advance the national understanding on the occurrence of methane gas in the subsurface, having worked dozens of stray gas and water complaints in the Utica and Marcellus shale plays, and some in Wyoming, Oklahoma, and Colorado. Closely associated with the development and implementation of baseline sampling programs and detailed geochemical evaluation of associated data.

Mr. Smith has worked on water-rights and water-use issues in support of industry operations; having been involved in obtaining large (by volume) water-use permits to support hydraulic fracturing and drilling operations.

Andreana Ibarra – Senior Program Manager

Will serve as a Senior Program Manager.

Andreana Ibarra has more than 20 years' of environmental experience establishing and leading multi-disciplined teams to achieve environmental and regulatory compliance with federal and state regulations in support of energy development, operations, due diligence, and mergers & acquisitions. Her extensive experience throughout the US in conducting detailed planning and regulatory risk analyses has helped clients achieve positive stakeholder relationships, expedited regulatory approvals and greater operational flexibility.

Jenna Thomas –Project Manager

Will serve as a Senior Technical Specialist.

Jenna Thomas has over 8+ years of project management in environmental project management roles. She has served as a lead consultant and managed over 5,000+ hazardous and non-hazardous waste projects, having profiled and managed disposal for all waste according to EPA, TCEQ, OSHA, RCRA, and CERCLA regulations. Ms. Thomas has also overseen confined space projects as well as industrial waste projects.

Prior to joining Altamira, Ms. Thomas led environmental projects for Evertech, including NEPA compliance, pollution prevention programs, and cultural and natural resources management programs. She also served as the project manager and consultant for the Department of the Interior and USGS National Parks Service and advised on environmental safety systems and geology and natural resource management.

Rachael Vinson –Assistant Project Manager

Will serve as a Technical Specialist

Rachael Vinson has over 2.5 years in consulting experience. She has created stormwater plans and permits, spill prevention plans, and has experience with state and federal agencies such as the Corps of Engineers, USFWS, TCEQ, LDEQ, and ODEQ. Soil and water sampling, wetland delineations, endangered species, and project management are other areas where Ms. Vinson is of great value.

Ms. Vinson has several certifications including wetland delineations, spill prevention control and countermeasures, and HAZWOPER40. Her project management experience includes proposal writing, budget creation, financial tracking, and team management. Prior to Altamira, Ms. Vinson was at Farmshelf where she managed a team of five field operators and their sustainability projects. During her time at Farmshelf, she strengthened relationships with stakeholders such as British Petroleum, Hilton Hotels, and local businesses.

Gourav Divan – Assistant Project Manager

Will serve as a Technical Specialist

Gourav Divan is an Environmental Consultant at Altamira, recognized for his experience in environmental project management and policy compliance implementation. His expertise spans from Storm Water Prevention Plans (SWPPP), Spill Prevention, Control, and Countermeasure (SPCC), to Pollution Prevention (P2) plans, and more.

At Altamira, his work includes collaborating with federal and state-level regulatory agencies to ensure compliance throughout the permitting process. Mr. Divan also works with multidisciplinary teams to address permitting and ecological challenges, developing innovative remediation solutions. Additionally, he builds strong relationships and leverages geospatial data to support restoration management, policy compliance, and carbon emission neutralization business objectives.

With a rich work history in the environmental sector, Mr. Divan has held various roles ranging from vegetation management to geospatial microplastic research. This diverse experience has equipped him with a comprehensive understanding of environmental issues and the ability to develop effective solutions for a wide range of challenges.

Overall, his expertise brings a competitive advantage to clients by providing innovative and effective strategies that address complex environmental concerns.

Operators

To ensure a smooth project transition, we plan to strategically integrate current operators into lead and supporting roles. This approach will facilitate the seamless transfer of site historical knowledge and guarantee the ongoing success of system monitoring. By leveraging the expertise of existing talent, we can maintain continuity and uphold high standards throughout the project. Altamira is prepared to increase staff as needed to meet the requirements of this project.



At Altamira, COLLABORATION is one of our key values. We embrace a collaborative team approach to ensure project success. Our additional project staff may consist of skilled environmental field technicians, engineers, records analysts, project controls experts, project administration support, and other technical professionals tailored to your project's requirements. We're open to integrating current employees who have played pivotal roles in the project's success, bringing their valuable experience and historical knowledge of the systems to further enhance the team's capabilities. Altamira is ready to assemble a dedicated and experienced team to contribute seamlessly to the successful execution of your project.

6.0 Alternative Operating Model

Altamira believes in streamlining projects where possible to provide our clients with cost benefits and efficiencies in their operations. If awarded the project, we commit to conducting a comprehensive review of your system and data, presenting alternative suggestions tailored to optimize your site. Our track record in large-scale waste recovery projects speaks volumes about our commitment to delivering innovative solutions. Altamira goes beyond traditional approaches by leveraging industry contacts to strategically alter waste disposal locations, and in certain instances, securing compensation for our clients as other companies take on their waste. Choose Altamira for a partnership that not only streamlines processes but also brings economic alternatives to the forefront of your project.

7.0 Conclusions

Why Altamira?

Innovation and sound risk management are things that we try to incorporate in a very explicit and demonstrable way into all of our Brownfield projects. We know the regulations and we know the work. We will evaluate the system with fresh eyes and new ideas. We bring a talented mix of resources to the table that mimics a large firm knowledge, but with a small firm's ability to create custom solutions for you and pivot when your needs/goals pivot.

We are here to help you. To be your partner through the transition and create a lasting, beneficial Brownfields program for you that has clear goals and risk-reducing solutions to bring your project to a close.

Clarisa Fernandez, City Secretary
City of Freeport, Texas
200 West Second Street
Freeport, Texas 77541

May 16, 2025

Reference: Request for Proposals for the RFP #2025-06 - Freeport Brownfields Program

Dear Ms. Fernandez:

Geosyntec Consultants, Inc. (Geosyntec) appreciates the opportunity to submit this Proposal to the City of Freeport (City) for the referenced opportunity. Our Proposal was prepared in response to your Request for Proposals (RFP) and is intended to cover the services required to support the program.

Geosyntec understands that the City is seeking a qualified firm to perform environmental services in support of the Freeport Brownfields Program, funded through the recently awarded U.S. Environmental Protection Agency (EPA) Brownfields Community-Wide Assessment Grant. We understand that the City views this grant as a vital first step in transforming the area into a dynamic town center—one that will generate employment opportunities, support small business growth, attract tourism, increase foot traffic for existing businesses, and establish a cultural hub that fosters community pride and civic engagement. **Geosyntec is committed to helping the City realize this vision through strategic, responsive, and technically sound brownfield redevelopment services.**

Geosyntec's brownfield practitioners bring proven experience, having completed hundreds of environmental site assessments (ESAs) for EPA-funded brownfield projects throughout Region 6 and nationwide. Our regional team consistently provides programmatic support, technical expertise, and strategic guidance to help municipalities and private-sector clients navigate complex regulatory landscapes in EPA Region 6 and Texas. We have experience supporting our clients through the Texas Commission on Environmental Quality, Texas Risk Reduction Program, and Railroad Commission of Texas rules across a variety of active and decommissioned industrial facilities and contaminated sites. We are well-positioned to deliver locally based, turn-key grant support for the following services under your Cooperative Agreement with the EPA:

- Cooperative Agreement Administration and Community Outreach
- Developing a Community Involvement Plan (CIP)
- Brownfields Inventory Mapping and Database Construction, Preliminary Site Characterization, Eligibility Determination, and Prioritization
- Phase I and Phase II ESAs
- Asbestos-Containing Material, Lead-Based Paint and/or Mold Surveys
- Generic and Site-Specific Quality Assurance Project Plan Preparation
- Remediation and Reuse Planning and Analysis for Brownfields Cleanup Alternatives
- Programmatic Support

We look forward to serving as a program partner to support this assessment-focused grant and, in turn, help foster job development, improve property values, and improve the local economy. **We understand the complexities of brownfields redevelopment and EPA programmatic requirements and can use our existing relationships with developers and brownfields organizations to help create viable redevelopment solutions to support the City's vision, obtain additional EPA funding, and identify other grant funding resources.**

Sincerely,

Geosyntec Consultants, Inc.



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2025-06 - Freeport Brownfields Program PROPOSAL



Image Credit: Port Freeport

TABLE OF CONTENTS

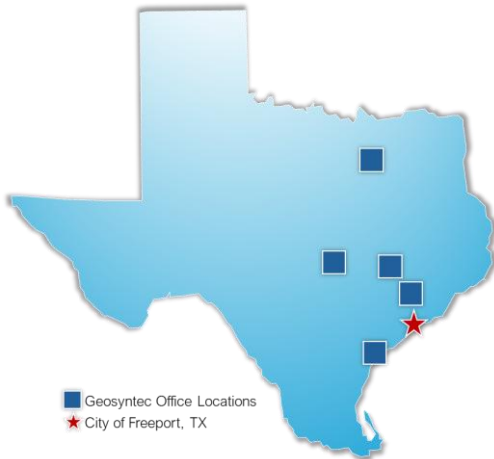
WHY GEOSYNTEC?	1
INTRODUCTION.....	4
KNOWLEDGE OF REGULATIONS AND REMEDIAL TECHNIQUES IN THE STATE OF TEXAS	6
EXPERIENCE WITH ENVIRONMENTAL REMEDIATION UNDER EPA BROWNFIELD ASSESSMENT GRANTS AND/OR OTHER FEDERAL AND STATE PROGRAMS	7
CLEANUP AND REDEVELOPMENT PLANNING	7
REPRESENTATIVE PROJECT EXPERIENCE	9
PROJECT MANAGEMENT CAPABILITY.....	16
PROJECT APPROACH/SCOPE OF WORK	17
STAFF QUALIFICATIONS AND FIRM CREDENTIALS.....	25
SYSTEM FOR AWARD MANAGEMENT (SAM)	28
COMPETITIVE FEE	29

LIST OF ATTACHMENTS

- | | |
|--------------|--|
| Attachment 1 | Resumes |
| Attachment 2 | Required Forms |
| | Certification |
| | Geosyntec Consultants W-9 |
| | Conflict of Interest (Not Applicable) |
| | Certification Regarding Lobbying |
| | Disclosure of Lobbying Activities (Not Applicable) |
| | Certificate of Interested Parties |
| | Minority/Woman-Owned Business Participation |

WHY GEOSYNTEC?

Geosyntec Consultants, Inc. (Geosyntec) is a privately held consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, natural resources, and civil infrastructure.



Geosyntec has a strong presence in Texas with over 50 personnel in our Houston, Corpus Christi, Austin, The Woodlands, and Dallas offices. Our success is built on our local presence in Houston and the technical excellence and outstanding qualities of our staff, and their shared commitment to exceptional client service. Our significant volume of additional business from existing clients shows they trust our continued ability to deliver.

Our team provides expertise through each step of the brownfields redevelopment process: creative funding strategies, environmental assessment, community engagement, partnership development, risk management, redevelopment planning, cleanup, and construction. We look forward to working with you to support your goals and champion the vision of the City of Freeport (City) community.

We Are a Partner to Municipalities

We have had the opportunity to work alongside multiple municipal clients as they navigate the brownfields redevelopment process and specifically the United States (U.S.) Environmental Protection Agency (EPA) Brownfields Grant Program. We understand the unique challenges that municipalities may face as they work to create new value and bring properties back into beneficial use, often with limited resources. From multi-family townhomes and new live-work opportunities that attract continued investment, we work continuously through each phase of the process to provide funding opportunities and efficiently utilize limited resources to meet community visions and goals.

A list of services to support the EPA Community-Wide Assessment Grant is provided below.



Phase I Environmental Site Assessments (ESAs) in Accordance with ASTM Standard E1527-21

- Incorporate a unique executive summary format that directly correlates to the EPA-required Assessment, Cleanup, and Redevelopment Exchange System (ACRES) database entry.
- Align with anticipated real estate transactions to limit the need for Phase I ESA updates; and incorporate site maps.
- Utilize Geographic Information Systems (GIS) coordinates to identify historic and present-day environmental concerns.
- Comprehensive building inspections for regulated building materials such as lead-based paint (LBP), polychlorinated biphenyls (PCBs), mold, and asbestos.
- Hazardous waste/materials surveys and inventory tasks in conjunction with Phase I ESAs.
- We also routinely combine the building materials survey task with an abatement design task and cost estimates, expediting project decision-making.



Community Involvement and Outreach

- Engage local stakeholders to empower those impacted by the expansion of industry causing a loss of a sense of place to attract new residents and businesses who will invest in the future of the City.

Remediation/Reuse Planning

- Brownfield Redevelopment Planning and Design



Contaminated Site Assessment and Remediation

- Conceptual Site Model Development
- Environmental Forensic Studies
- Groundwater Assessment and Remediation
- Human Health and Ecological Risk Assessment
- Hydrogeological Characterization
- Remedial Design, Construction, and Operation
- Vapor Intrusion Assessment, Mitigation, and Remediation
- Waste Management Planning and Engineering



Environmental Planning, Permitting, and Management

- Environmental Management System Services
- Environmental Permitting and Compliance



Water and Natural Resources Management

- Discharge Permitting and Receiving Water Studies
- Erosion and Sediment Control
- Floodplain Management and Improvements
- Integrated Storm/Waste/Drinking Water Resource Management
- Low-Impact Development, Green Infrastructure, and Stormwater Best Management Practices (BMPs)
- Natural Resource Damage Assessments
- Natural Resource Monitoring
- Stream Restoration Studies and Design
- Urban Stormwater Management Planning and Design
- Watershed and Water Quality Studies

Subconsultants and Subcontractors

We understand that an important requirement of this contract will be to have qualified environmental partners with the capacity to deliver multiple work elements effectively to rapidly respond to the needs of the Freeport Brownfield Program. Geosyntec has partnered with the following local firms to enhance redevelopment planning, economic development solutions, community engagement, and hazardous building material surveys. **Extending our commitment to representation and inclusion, these firms include women-owned businesses and/or minority-owned businesses.**



Our partner for planning tasks and discussion, **Adaapta**, (which merged with Community Lattice in May 2024) **was founded on a mission to help communities overcome challenges posed by environmental contamination, climate threats, and socioeconomic disparities to realize their vision for revitalization.** Adaapta is a certified Women-

Owned Small Business enterprise with over 30 years of experience serving the brownfields industry at the intersection of economic development, planning, and environmental issues. **Adaapta concentrates on real estate analysis, market feasibility, risk management, and project financing to help municipalities and**

community stakeholders successfully revitalize brownfields through all stages of planning and development.

Adaapta has specialized experience with public relations and communications related to sensitive topics around environmental injustice, public health, and community trauma. Most recently, Adaapta worked closely with the Houston Health Department, EPA, state agencies, elected officials, and community activists as a liaison to help all stakeholders navigate the complexities of a cancer cluster in Houston's Fifth Ward and Kashmere Gardens neighborhoods, including understanding the technical concepts related to the spread of cancer-causing contaminants within the community.

Adaapta provides programmatic and community engagement support to Houston's Brownfields Redevelopment Program (BRP) to fulfill the program's mission of becoming an essential resource to real estate and community development in Houston with Environmental Justice as a core value. Adaapta has had the privilege to help the BRP secure \$2.6 million in EPA Brownfields Grants since 2018, including the establishment of a Revolving Loan Fund (RLF) program.

Adaapta's Houston Brownfields Program Highlights:

1. Independently created the Platform for Exploring Environmental Records to give community stakeholders and brownfields developers free access to screen properties for brownfields program eligibility. <https://data.org/stories/community-lattice/>.
2. Corridor Study for Fifth Ward Community Redevelopment Corporation of the Lyons Avenue Cultural Arts District to identify 100s of brownfields in the form of vacant lots, historic dry cleaners, and former auto-repair/service stations.
3. Environmental assessment and cleanup planning of asbestos for the St. Elizabeth's Hospital renovation.
4. Inventory and assessment of brownfields in support of the Buffalo Bayou East Sector master plan development with Buffalo Bayou Partnership.



Reagan Environmental is a small business **providing Texas-licensed Asbestos-Containing Material (ACM), LBP, and Mold Inspections** and Testing. Their team provides Professional Mold Inspections & Testing in Houston, Texas and the surrounding areas. Reagan Environmental was established in 2018 with a mission to provide affordable, reliable, expert mold assessment and testing services, and has inspected thousands of commercial and residential properties in the Houston area.



ENVIROTECH
Environmental Services

Envirotech Environmental Services (Envirotech) offers support services **focused on providing the best value for drilling services in Texas.** Envirotech is certified as a Texas Historically Underutilized Business, Minority Business Enterprise, Houston Disadvantaged Business Enterprise, and Small Business Enterprise. Envirotech's team has the expertise to assist clients in all aspects of environmental services including: Project Design & Planning, Industrial and Remedial services, Waste

Transportation, and Waste Management/Disposal/Recycling. Their combination of expertise and assets offers optimum solutions for clients' environmental needs.

ALS Analytical Laboratory is a global leader in providing comprehensive testing solutions to clients in a wide range of industries all over the world for more than 40 years. Their adoption of state-of-the-art technology and innovative methodologies—coupled with the strength of our international teams—ensure that we deliver the highest quality services using local expertise and personalized solutions.



INTRODUCTION

Freeport was founded on industry, with a proud legacy tied to maritime commerce, petroleum and natural gas processing, and chemical manufacturing. Freeport's industrial heritage once defined its identity and economic strength, but a declining population over the last decade has contributed to a downward trend in the community's economic foundation. The Freeport community has taken proactive steps to support revitalization by establishing downtown Freeport as a National Register of Historic Places District, designated as a Texas Main Street Program, and participating in programs that invest in the City's critical infrastructure. Redevelopment efforts including ongoing improvements to the City's sewer systems, a commitment to improving the existing hurricane flood system, and expansion of nearby Port Freeport present a valuable foundation for successful redevelopment initiatives.



As the City looks to revitalize its brownfield sites, Geosyntec is committed to helping the City leverage its Brownfields Program funding and resources to foster community involvement and a culture of promoting historical assets, while safeguarding the features that make Freeport unique, laying the groundwork for a dynamic and enduring historic downtown.

The City stands to gain significantly from the EPA Community-Wide Assessment Grant funding, which will identify potential brownfields sites in the target areas, recognize each sites' potential challenges, bring sites into the initial assessment phase, and provide cleanup/reuse planning that will prioritize the creation of businesses and jobs while enhancing quality of life within community

Our team brings experience supporting EPA brownfield grants and private brownfields redevelopment across numerous projects in EPA Region 6 and nationwide. This experience includes facilitating assessment, cleanup planning, and remedial design of industrial

properties in various settings such as active and former railroad yards and intermodal facilities, abandoned commercial buildings, and aging service facilities. Furthermore, we have supported the creation of recreational trails and parks along repurposed infrastructure corridors, including partnerships with the Rails-to-Trails Conservancy. We are confident in our ability to assist both public- and private-sector partners in the City to **revitalize key properties and corridors in alignment with long-term planning objectives outlined in the Comprehensive Downtown Plan, City of Freeport, Texas dated October 17, 2024. It is clear that redevelopment, revitalization, and reinvestment is at the forefront of the City and community's goals. Geosyntec's dedicated brownfields practitioners will use our vast experience and knowledge of the EPA Brownfields Program to leverage the Community-Wide Assessment Grant to successfully implement the Freeport Brownfield Program and achieve its redevelopment goals.**

Evaluation Criteria

This proposal follows the Evaluation Criteria structure included in the *City of Freeport, Texas Request for Proposals (RFP) Freeport Brownfields Program Competitive Sealed RFP # 2025-06*. To support the extent of our qualifications, we have included supplemental sections describing our team's representative project experience and a description of our project approach in terms of the scope of work.

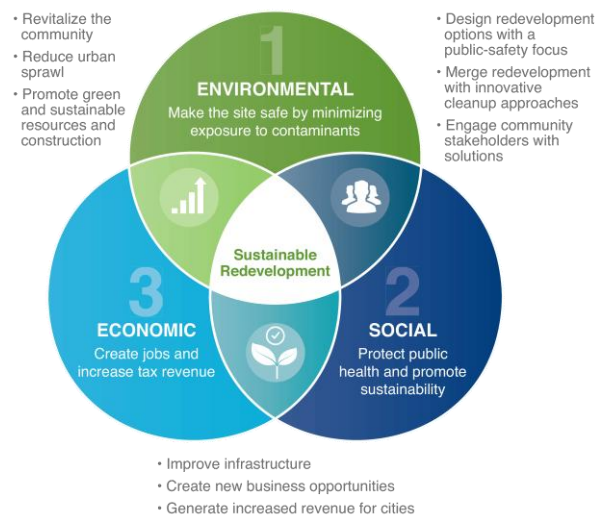
We understand that the Community-Wide Assessment Grant provides funding for brownfield inventories, planning, and environmental assessments and community outreach with a four-year grant performance period (October 1, 2024, to September 30, 2028). Understanding these specific constraints allowed Geosyntec to focus only on eligible activities, even though our expertise is demonstrated across every facet of the EPA Brownfields Program.

Incorporation of Sustainable Practices in the Assessment and Remediation Planning Process

Geosyntec knows that the City is committed to a future of sustainable growth and resilience, and a core element of this strategy involves working to ensure that all planned redevelopment projects actively contribute to climate adaptation and mitigation efforts, strengthening the community's overall resilience. These goals will be achieved through the intentional design and expansion of green spaces, as well as the prioritization of enhanced City walkability and connectivity, leading to reduced pollutants and an improved quality of life for every resident. For the cleanup of contaminated soil and groundwater at brownfield sites, Geosyntec often incorporates sustainable remediation strategies. Unlike conventional methods like dig and haul or pump-and-treat, which often neglect secondary environmental and socioeconomic impacts, sustainable technologies such as immobilization, low-impact bioremediation, advanced in-situ treatment, and passive barriers significantly lessen the environmental footprint while advancing environmental justice.

During recent impacts caused by Hurricane Beryl in July 2024, the City experienced significant loss of homes, power, and critical infrastructure. These losses can take months or even years to recover, and some families may never fully recover from the impacts. **With these challenges in mind, Geosyntec will incorporate sustainable and climate resilient practices to combat the challenges that climate change poses to the City. This includes selecting remediation technologies that reduce energy and water use, reusing or recycling materials on site where feasible, and designing solutions that align with natural site conditions.**

Our site characterization and remediation practitioners on the Gulf Coast demonstrate sustainable remediation strategies by designing and implementing phytoremediation and enhanced in-situ bioremediation techniques for sites contaminated with chlorinated solvents, metals, and volatile organic compounds at multiple sites in Texas, Louisiana, and Arkansas. Additionally, a current bioremediation design plan and a phytoremediation optimization plan are being prepared for two sites in Oklahoma. Our approach combines technical expertise, regulatory knowledge, and community engagement to deliver a holistic and sustainable brownfield redevelopment program. Key elements include:



- **Data-Driven Decision-Making:** Using the latest environmental technologies and analytical tools to inform site assessments and remediation strategies.
- **Phytoremediation:** Offering a nature-based solution for contaminated soil remediation, has potential for cost-effectiveness, lower environmental impact, and ability to enhance the aesthetic and ecological value of redeveloped land.
- **Bioremediation:** Relatively environmentally friendly (using natural processes, less disruptive, less waste, lower energy), cost-effective (lower initial and operational costs, long-term solution), publicly acceptable (greener image, improves soil), and versatile (treats various contaminants in different media).
- **Green Infrastructure:** Incorporating green infrastructure elements like bioswales, rain gardens, and permeable pavements to manage stormwater runoff, reduce local flooding, and beautify the community.

By integrating environmental remediation with thoughtful redevelopment planning, we aim to help the City not only improve environmental health but also attract visitors, enhance local quality of life, and stimulate long-term economic growth. **Our approach to brownfields redevelopment is not just about assessment and**

cleanup—it's about transformation, helping the City evolve from its industrial roots into a destination that embraces both its past and its natural coastal advantages.

KNOWLEDGE OF REGULATIONS AND REMEDIAL TECHNIQUES IN THE STATE OF TEXAS

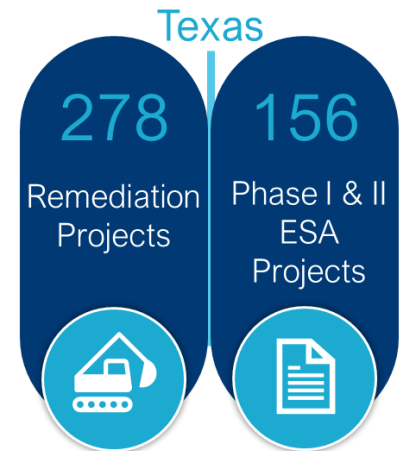
Our team of practitioners demonstrates a thorough understanding of federal, state, and local regulatory requirements for corrective response actions to assess and remediate contaminated properties in Texas. The Houston team regularly works with the regulated community under the rules and requirements of the Texas Commission on Environmental Quality (TCEQ), Railroad Commission of Texas (RRC), and EPA regulatory agencies. We have completed hundreds of assessment and remediation projects in Texas.

Our team's brownfields program knowledge is complemented by our strong understanding of the TCEQ Texas Risk Reduction Program (TRRP) rules and requirements. For example, Geosyntec was recently asked to assist with the assessment and cleanup planning for a former asphalt production plant where a Phase II ESA subsurface investigation identified petroleum related contamination above the TCEQ TRRP Tier 1 Protective Concentration Level. Geosyntec was retained to assess if the release was subject to the TRRP rule (30 TAC Chapter 350), delineate the impacts in soil, design the remedial excavation of impacted soil, and provide oversight of the management of impacted soils.

Geosyntec submitted a report to TCEQ documenting the assessment activities and results with a request for no further action (NFA) for the site. **TCEQ agreed with Geosyntec's approach and recommendations and issued an NFA letter for the property. Geosyntec performed soil sampling in a manner that minimized field activity and developed a path forward for the site that was successful in accomplishing the goal of excluding the site from TRRP, further minimizing cost for the client.**

We offer expert-level knowledge of Texas environmental regulations and effective remedial techniques for every project. Our extensive track record includes successful navigation of TCEQ mandates, TRRP guidelines, and site-specific remediation strategies, enabling us to expertly handle a broad spectrum of industrial properties and their contaminants, including but not limited to.

- **Refineries, tank farms, and chemical plants:** Petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene, polycyclic aromatic hydrocarbons (PAHs), and volatile organic compounds (VOCs);
- **Shipyards, docks, barge operations:** Resource Conservation and Recovery Act (RCRA) metals (lead, mercury, arsenic), Diesel, bunker fuel, lubricants, and Creosote;
- **Manufacturing, industrial sites, and fertilizer plants:** trichloroethylene (PCE), Polychlorinated biphenyls (PCBs), slag, caustics, and acids;
- **Terminals, chemical blending facilities, and warehousing:** VOCs, SVOCs, and PFAS/PFOA;
- **Former filling stations, auto-body and truck service businesses:** leaking underground storage tanks (USTs), used oil, diesel; and
- **Closed municipal or private landfills, illegal dumping sites:** contaminated leachate, methane.



EXPERIENCE WITH ENVIRONMENTAL REMEDIATION UNDER EPA BROWNFIELD ASSESSMENT GRANTS AND/OR OTHER FEDERAL AND STATE PROGRAMS

Geosyntec's team of brownfield practitioners bring deep, firsthand experience delivering high-quality environmental remediation services under multiple EPA Brownfields grant programs, including Assessment Grants, RLF Grants, and Cleanup Grants. Our professionals are well-versed in the technical, regulatory, and administrative requirements specific to these federally funded programs, and we understand the critical importance of compliance with cooperative agreement conditions, reporting deadlines, and community engagement expectations.

Members of our project team have completed hundreds of successful projects in EPA Region 6, and across the country where we have supported municipal clients, economic development authorities, and regional planning commissions in implementing EPA-funded brownfield initiatives.

For Assessment Grants, we have conducted Phase I and Phase II ESAs, developed Quality Assurance Project Plans (QAPPs), performed vapor intrusion evaluations, and provided cleanup and reuse planning support to transition sites from contamination to revitalization. Under RLF and Cleanup Grants, our team has designed and implemented remedial strategies, including soil excavation, in-situ chemical treatment, asbestos and LBP abatement, and engineered barriers, which were tailored to the risk-based cleanup goals aligned with site reuse plans.

Equitable and Sustainable Redevelopment

One notable example is our work with the City of Oklahoma City through its EPA Brownfields Assessment Grant and RLF. Since 2007 members of the Geosyntec project team have led environmental site investigations for dozens of underutilized parcels in historically underserved neighborhoods, coordinated community outreach, and provided technical guidance to align remediation planning with redevelopment priorities for affordable housing, mixed-use development and public greenspace. Our team developed QAPPs and Field Sampling Plans (i.e., site-specific QAPPs) in accordance with EPA Region 6 guidelines, submitted data to the ACRES system, and provided quarterly grant progress reporting, helping the City of Oklahoma City stay in full compliance with its cooperative agreement. This project exemplifies our ability to pair technical excellence with effective stakeholder engagement to support equitable and sustainable redevelopment.

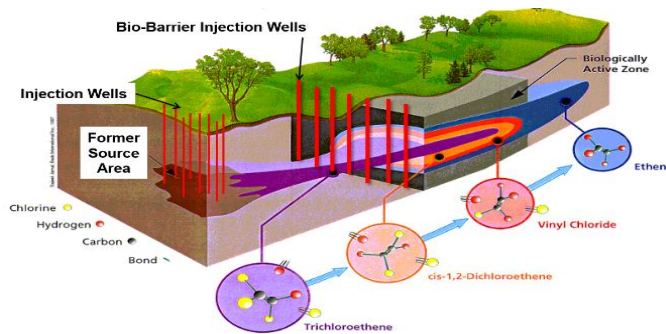


We are adept at navigating the EPA's All Appropriate Inquiry (AAI) standards, preparing Analysis of Brownfield Cleanup Alternatives (ABCA) reports, and working collaboratively with stakeholders, including city officials, regulatory agencies, and community members, to ensure transparent and efficient project execution.

CLEANUP AND REDEVELOPMENT PLANNING

Site-Specific Cleanup and Redevelopment Planning Documents

Geosyntec has a proven reputation for solving the most challenging environmental conditions. We are experts and are often selectively identified by the private-sector and regulatory agencies to provide risk-based corrective action and design solutions for vapor intrusion, landfills, chlorinated solvent plumes, petroleum contamination, heavy metals, per- and polyfluoroalkyl substances (PFAS), and other emerging contaminants.



Conceptual Site Model Illustration Bioremediation Polishing with Downgradient Bio-Barriers

At sites found to have significant environmental impacts, we develop Corrective Action Plans and ABCAs. We can evaluate regulatory cleanup strategies that use either the Texas Brownfields Program or the Voluntary Cleanup Program (VCP). Where feasible, we incorporate cleanup activities into redevelopment plans to expedite delivery, save our clients' money, and turn liabilities into assets. We have experience planning and implementing risk-based site remediation projects that use a broad range of environmental cleanup technologies and meet EPA and TCEQ cleanup standards. **When considering cleanup options, we address implementation**

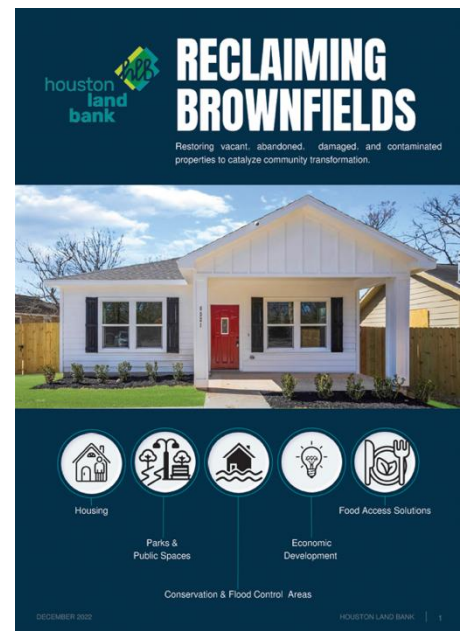
costs, available funding, developer expectations, and reuse plans. By preparing cleanup plans with cost estimates, we can support the pursuit of cleanup funding and remove the uncertainty of time, cost, and constraints, clearing a path for redevelopment.

Analysis of Brownfield Cleanup Alternatives, Site Remediation Work Plans, and Conceptual Redevelopment Site Plans

Geosyntec's strategic partnership with Adaapta forms an unsurpassed team of brownfields redevelopment experts who recognize that **reuse planning is essential for identifying brownfields, selecting sites for investment, assessing properties, establishing cleanup goals, and securing funding to complete projects.**

Adaapta offers comprehensive planning services eligible under an EPA brownfield grant, which include:

- Equitable Development Activities
- Site Reuse Assessment
- Development Site Plans
- Site Disposal Strategy
- Conceptual Architectural Renderings
- Brownfields Area-Wide Planning
- Site Acquisition & Deal Structures
- Market Studies
- Land Use Assessment
- Funding Roadmaps



Adaapta delivers reliable development plans, risk management strategies, and funding and financing options necessary for unlocking the potential of any brownfield site. Adaapta's team members are nationally recognized as real estate finance experts specifically in the niche of brownfields redevelopment, affordable housing, and community-based projects. Adaapta's approach to using data science technology facilitates optimized data collection from public and open sources to offer clients and community partners low-cost data for preliminary planning and in-depth analysis. Adaapta combines economic, housing, transportation, health, environmental, and upward mobility data at a local and regional level to understand the current makeup of the communities they serve and the opportunities available for advancement.

REPRESENTATIVE PROJECT EXPERIENCE

Geosyntec has effectively supported the development of more than 1,400 brownfields sites, nationwide, for public- and private-sector clients located in both rural and urban communities. This includes **hundreds of project sites under EPA Brownfields Grants**. These projects have primarily focused on the assessment and safe redevelopment of contaminated and underutilized properties. We understand the sensitivity and critical need for economic development and brownfields redevelopment in urban communities and recognize that one solution does not fit every scenario, and technical approaches should be tailored to each community impacted by vacant, underutilized property and environmental contamination. We have experience in promoting workforce opportunities and affordable housing and industrial and commercial redevelopment suited to serve the local community.

The projects discussed in the following section, many of which are ongoing, provide an overview of the services and capabilities that we will leverage to support the Freeport Brownfields Program.

1,400+ Brownfields Projects

As a result of our extensive resume of working on more than 1,400 brownfields projects, 543 of which were started in the last two years, Geosyntec established a corporate Brownfields Practice Group to support the ongoing growth of the practice. The purpose of this Practice Group is to provide resources to our practitioners to better serve their clients.

1. City of Oklahoma City EPA Brownfields Program | Multiple Sites

Using EPA Brownfields Assessment, Cleanup, and RLF grants, this Oklahoma City initiative has been recognized as a targeted redevelopment program for public and private projects since 2007. **The program has received numerous grants prepared by Ms. Dzialowski (our Team's EPA Brownfields Grant Project Manager) over the last decade, benefiting the community with many successfully assessed, remediated, and redeveloped projects.** Ms. Dzialowski has served as one of the primary environmental consultants to the program since its inception. Over this time, she has provided environmental assessment and cleanup oversight services to more than 250 individual project locations, including both small- and large-scale redevelopment projects and Phoenix Award recipients. The Oklahoma City Brownfields Program has leveraged more than one billion dollars in private-sector funds for redevelopment. These projects have varied from large park projects and industrial sites to small corner gas stations and shopping centers. Ms. Dzialowski's work has successfully brought distressed properties back into beneficial reuse, supported job creation, provided over 100 acres of public recreation and green space, and strengthened the tax base and surrounding property values.



Geosyntec currently supports the Oklahoma City Brownfields Program under the direction of Ms. Dzialowski, and Ms. Jacqueline Engel, PG, currently serves the program with programmatic support and project management support. Ms. Engel is our proposed Project Manager for the Freeport Brownfields Program and her experience under the expert direction and guidance of Ms. Dzialowski will ensure the successful implementation and efficient use of funds for the Freeport Brownfields Program.

2. Wendell EPA Community-Wide Brownfields Assessment Grant Project | Wendell, NC | 0.4–34-Acre Sites

The Town of Wendell was awarded a \$500,000 EPA Brownfields Assessment Grant in August 2022. The town is using the funds to support their Blueprint Wendell 2030 master plan by assessing several properties with potential environmental contamination to prepare the properties for redevelopment. Priority sites include former tobacco warehouses that have most recently been used for automotive repair and a textile mill, the historic Rosenwald School (c. 1949), targeted for redevelopment into a community center, a former gas station targeted for redevelopment into a shopping complex, and a property that adjoins a pre-regulatory landfill that the town is considering accepting as a donation to be included in a public greenway system. Notably, in a public-private partnership, the town is supporting Pleasant Grove Church in refurbishing the historic Rosenwald School, located in a low-income area into a multipurpose center serving the community. Brownfields dollars are being leveraged to support environmental assessment for additional Housing and Urban Development (HUD) funding. Overall, Geosyntec has completed five Phase I ESAs and written and submitted an EPA Region 4-compliant Generic QAPP that outlines quality assurance (QA)/quality control (QC) measures to guide the collection of project data for properties located within the extraterritorial jurisdiction of Wendell. Geosyntec has also prepared a Community Involvement Plan that outlines how town staff will engage with the community during site inventory, environmental assessment, and planning activities. **As part of community engagement activities, Geosyntec developed an animation with project-specific details to help educate the community on what brownfield property is and how a Brownfields Assessment Grant can help in the redevelopment process.** Geosyntec has also written and submitted an EPA Region 4-compliant Site-Specific QAPP (SSQAPP) for evaluating LBP and ACM and is currently developing two additional LBP and ACM SSQAPPs and Phase II ESA SSQAPPs for four sites that were identified in their respective Phase I ESAs as having Recognized Environmental Concerns (RECs) requiring further investigation via environmental sampling.



The Brownfields Assessment Grant involves work on multiple sites at once and multiple deliverables (Phase I ESAs, Site Eligibility Determinations (SEDs), SSQAPPs) per site. Additionally, there are programmatic and administrative requirements associated with the grant, including quarterly calls with the EPA Brownfields Project Manager, Quarterly Progress Reports, and updates to ACRES. Geosyntec virtually meets with Town of Wendell staff biweekly to provide updates on the many moving pieces associated with the federally funded work.

3. EPA Brownfields Assessment and Revolving Loan Fund Grants | City of Bay City, MI

Geosyntec supported the preparation of a \$500,000 EPA Brownfields Community-Wide Assessment Grant Application and \$1 million RLF Grant Application for the City of Bay City Brownfields Program to address equitable and resilient redevelopment along their waterfront. Through the grant framework development, we supported partnership strategies and a programmatic approach to identify target areas and priority sites. Redevelopment of the historic Great Lakes community Bay City focuses on economic development as well as preservation and conservation of natural resources and watersheds.



4. EPA Brownfields Assessment and Environmental Services for Redevelopment | Pinellas County, FL

Geosyntec provides environmental assessment, remedial design, and programmatic support to the Pinellas County Brownfield Program. Geosyntec has also provided specialized services related to landfill redevelopment and vapor intrusion. Pinellas County (the County) is the second smallest and most densely populated county in Florida. The county has reached buildout, a condition in which virtually no large undeveloped vacant parcels remain. New development is only possible through infill construction and redevelopment of older properties. The community has recognized this situation and embarked on a unique redevelopment strategy to manage population growth, preserve quality of life, and foster business development. The Brownfield Program is a cornerstone in the county's redevelopment and community revitalization efforts.



5. Brownfield Program Services | Huerfano County, CO

Since 2023, Geosyntec has been supporting the Huerfano County Economic Development (HCED) group in Colorado with the administration of their EPA Brownfields Assessment Grant. Huerfano County is a rural county in Colorado, which is similar to the City of Raton. We understand the challenges that rural communities face to encourage business to come to their cities and how Brownfield Assessment Grants can be leveraged to assist them with environmental assessment and site use planning.



As part of these efforts, Geosyntec prepared a QAPP and worked with EPA Region 8 to get site eligibility forms approved and develop site-specific SAPs. We completed seven Phase I ESAs for HCED priority sites across three towns in Huerfano County, many of which are proposed for housing reuse.

Additionally, we provided programmatic support to HCED, including assisting with reporting and addressing questions related to the use of assessment grant funds. We also participated in stakeholder meetings to ensure comprehensive engagement.

Our current phase of work includes preparing for hazardous building material surveys and Phase II ESAs with the assistance of our subcontractors, Stiles and Alpine Remediation. Once these assessments are completed, we will proceed with cleanup planning.

6. Rails-to-Trails Redevelopment | City of Gainesville, GA

Geosyntec has provided environmental, **Georgia Brownfields regulatory, stormwater, and hazardous waste compliance support** for a Rails-to-Trails property transaction between CSXT and the City of Gainesville located in Gainesville, GA.

In 2008, the City of Gainesville acquired a Georgia Recreational Trails Grant from the Georgia Department of Natural Resources and subsequently purchased a former rail line from CSXT in conjunction with CSXT's Rails-to-Trails program. Geosyntec enrolled the former rail line in the GA EPD's Brownfields Program and prepared the Prospective Purchaser Corrective Action Plan (PPCAP). Geosyntec used x-ray fluorescence (XRF) field screening coupled with confirmation sampling to delineate lead impacts of up to 13,000 parts per million within an area of approximately 6,000 square feet in the former maintenance yard. Synthetic Precipitation Leaching Procedure sampling was used to evaluate site-specific leachability for lead, PAHs, and volatile organic compounds. We revised the default exposure frequency, duration, and other input parameters to develop Type 4 Risk Reduction Standards (RRSs) for an adolescent trail recreator that were approved by GA EPD. The favorable RRSs limited remediation in the maintenance yard and eliminated the need for any remediation along the former railroad corridor. We provided construction oversight while over 500 tons of hazardous waste soil was stabilized in-situ using an EnviroBlend® waste treatment product. Post-treatment soils were tested and determined to have been rendered non-hazardous. Treated soils were disposed of under the same waste profile as other site soils. After remediation of soil impacts, **Geosyntec prepared the Compliance Status Report (CSR) to demonstrate compliance, and the city received the Limitation of Liability (LOL) from GA EPD.** This former rail corridor was then developed as part of a 14-mile walking trail and park system. This Brownfields/Rails-to-Trails project was the **catalyst to over \$300 million of private/non-city government investments in the area.** Geosyntec is currently under contract with Jessica Tullar with the City of Gainesville and has just enrolled an additional connecting former CSXT rail line into the Brownfields Program and anticipates completion in 2024. CSXT awarded the project team with an Outstanding Performance award in 2009.



7. Rails-to-Trails Site Investigation and Remediation | City of Waycross, GA

The City of Waycross, Georgia was interested in converting one mile of former CSXT railroad corridor into a greenway/trail (Rails-to-Trails) to within downtown Waycross. Due diligence sampling performed on behalf of CSXT indicated the presence of arsenic in site soils at concentrations exceeding Georgia Hazardous Site Response Act (HSRA) Notification Concentrations. Georgia Law stipulates that local governments cannot take possession of real property if it is environmentally impacted at levels that are "dangerous to the public." **The objective of this project was to enroll the site into the Georgia Brownfield Program, complete the site assessment and implement remediation to facilitate the sale of the property to the City of Waycross.**

On behalf of CSXT, Geosyntec performed initial due diligence in accordance with a Rails-to-Trails sampling protocol developed jointly by CSXT and Geosyntec. Geosyntec prepared and submitted a HSRA Notification package for arsenic in soil to the GA EPD. Working with CSXT, the City of Waycross and their attorneys,



Geosyntec developed a strategy to enroll the site into the Brownfield Program. Geosyntec prepared and implemented the PPCAP on behalf of CSXT and the City of Waycross. Geosyntec utilized a combination of XRF field screening and analytical sampling to delineate over 3,000 cubic yards of impacted materials. Geosyntec calculated and received approval of Type 3 RRS for soils. We performed an evaluation of potential beneficial reuse of the ballast material in an effort to minimize disposal volumes. **Geosyntec prepared the Erosion and Sediment Control Plans, bid package, and assisted CSX with Contractor selection. Geosyntec provided oversight during remedial construction. We prepared and submitted the final CSR so that the City of Waycross obtained the Brownfield LOL.**

The City of Waycross had Department of Transportation (DOT) funding to demolish a railroad bridge along the CSXT right-of-way and perform road improvements that would expire prior to the sale of the property. Geosyntec provided expedited soil characterization in this area and provided construction oversight during demolition of bridge and soil removal and disposal activities.

Geosyntec prepared the PPCAP and successfully enrolled the site into the Georgia Brownfield Program prior to GA EPD scoring the site and potentially listing the site on the Hazardous Site Inventory. Geosyntec expedited sampling along the bridge to facilitate demolition activities while DOT funding was available.

8. EPA Brownfields Cleanup Grant | Cass Community Services (Non-Profit) | Detroit, MI

Geosyntec authored the Cass Community Social Services' (CCSS'), a Detroit-based non-profit organization, **successful Cleanup Grant application in FY23.** CCSS works across the City of Detroit in areas of concentrated poverty providing programs for food, health, housing, and jobs. CCSS is dedicated to making a profound difference in the lives of the diverse populations it serves by providing for basic needs, affordable housing, promoting self-reliance, and encouraging community involvement and improvement. In 2021, CCSS purchased the Former Visitation Church Site in order to **provide a much-needed recreational community center for the neighborhood.** A \$500,000 EPA Cleanup Grant application was completed and awarded to provide funding for asbestos and LBP abatement at the site that will allow CCSS to remove the environmental and safety hazards in the deteriorating structure and create a new opportunity for CCSS and the community to stay and serve.

Additional Project Experience

The table below highlights Geosyntec's experience with Brownfields Programs.

Representative Geosyntec and Geosyntec Staff Leadership Under the Brownfields Program																		
Project/Location	Dates	Municipal Contracts	Large-Scale Brownfields Projects	Grant Application/ Administration Support	QAPPS/SAPs/Work Plans	Inventory and Site Selection	EPA/AAL Compliant Phase I, Phase II Investigation	Cleanup and Reuse Planning	Community Outreach	Agency Coordination	GIS	Cost Recovery and Grants	Successful Brownfields Redevelopment	Comprehensive Data Development, Interpretation, Integration	Risk Assessment	Timely Work Completion	Vapor Intrusion Assessment/mitigation	Federal Grant Compliance
1. City of Oklahoma City, OK*	2007–Present	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
2. Town of Wendell, NC	2023–Present	•	•	•	•	•	•	•	•	•	•			•	•	•		
3. City of Bay City, MI	2022–2022	•		•									•					•
4. Pinellas County, FL	2022–Present	•	•		•		•	•		•		•	•		•	•	•	
5. Huerfano County, CO	2023–Present	•			•	•	•	•	•	•	•					•		•
6. City of Gainesville, GA	2007-2009; 2024-Current	•	•		•		•	•		•	•		•	•	•	•	•	
7. City of Waycross, GA	2008–2012	•	•		•		•	•		•	•		•	•	•	•	•	
8. Cass Community Services, MI	2024–Present	•	•	•	•			•	•	•		•			•			
City of Peoria, AZ*	2018–2022	•	•	•	•		•	•	•	•	•		•	•		•	•	•
City of Eureka, CA*	2020–2022	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Oroville, CA*	2015–2020	•	•	•	•		•	•	•	•		•		•	•	•	•	•
City of West Sacramento, CA*	2017–2022	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•
Imperial County Transportation Commission, CA*	2018–2022	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
National Development Council, CA*	2019–2022	•	•	•	•	•	•	•	•	•		•	•	•	•	•	•	•

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Florida Department of Environment Protection, FL	2012–2022	●	●		●		●	●	●	●	●	●	●	●	●	●	●	●
Treasure Coast Regional Planning Council, FL	2012–2022	●	●		●		●	●	●	●		●	●	●	●	●	●	●
Mid-America Regional Council, KS and MO*	2021–2022	●	●	●	●				●	●	●					●		●
City of Dunn, NC*	2015–2017	●	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●
City of Hickory, Coalition, NC*	2016	●		●														
City of Lincoln, NE*	2020–2022	●	●	●	●	●	●	●	●	●	●			●		●		●
City of Reno Coalition, NV*	2019–2022	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of San Antonio, TX*	2015–2019	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

*Projects completed by staff prior to joining Geosyntec.

PROJECT MANAGEMENT CAPABILITY

Scheduling and budget control are critical measures of project success both for our clients and our project managers. During each phase, we apply our project management and technical skills to control costs and meet milestones. Geosyntec's internal project management training program ensures project managers have the skills required to effectively manage projects, control costs, and meet project milestones, to meet the needs of our clients.

Communication Plans

The Geosyntec Project Manager, Ms. Engel will communicate regularly and effectively with the City. Regular status reports, including weekly emails and monthly memos, will keep the City up-to-date and help identify any complicating project-related issues or constraints. We will maintain open communication channels so that you always understand what is happening. Ms. Engel will be the primary point of contact. She will oversee the communication plan, and coordinate and administer each component of our contract with the City. Ms. Engel has nine years of experience in various assessments and remediations of a wide array of industrial properties. She, along with our technical leaders, will work together to provide exceptional service. Ms. Engel has managed projects with budgets exceeding \$100,000 with field work components in excess of 15 sites.



Secured Project Information

The project manager will build and reinforce team awareness. The project team will focus on cost and schedule management integrated into the planning and execution of each technical design task and deliverable. To facilitate better communication, the team will use a SharePoint Site to compile, organize, and communicate information. A secure project website can be developed to function as a comprehensive repository of information that can be accessed by the team and by the county.

Kick-off Meeting

The project kick-off meeting is a key element that builds project team collaboration. The project kick-off meeting establishes a timely schedule and creates strong relationships to ensure that project goals are met. This will include preparing meeting materials to foster productive discussions.

Progress Meetings

Progress meetings between the project team and the City will support the project as needed throughout the contract. During the project life cycle, project calls and meetings will be scheduled to provide status updates, discuss alternatives, and ask and answer project questions. Geosyntec will present the status of all tasks using a project task tracking table developed specifically for this contract. The team will present the deliverables and deadlines for each task, the status of the task, and identify action items that are critical to meeting deadlines. Additionally, the team will highlight key tasks, action items, and deadlines for the upcoming month.

Cost Tracking and Control

We use commercially available cost-tracking systems to track direct labor, subcontractors, materials and supplies, and other direct costs by project, task, and subtask. For multi-task projects, cost reports can be generated with multiple levels of detail. In this way, our team can have access to a detailed and accurate representation of expenditures.



Geosyntec will provide a monthly budget summary to track the cumulative budget used on each task and to evaluate the status of the budget versus the actual work performed to shed light on any budget discrepancies. Proactively managing the budget allows for corrective actions before there are impacts to schedules, budgets, or relationships.



PROJECT APPROACH/SCOPE OF WORK

Geosyntec knows that each site has its own distinct challenges and unique set of stakeholders. Naturally, most stakeholders have an interest in the assessment, cleanup, and remediation process. That is why Geosyntec puts a focus on meaningful community outreach and participation.

Task 1. Outreach & Inventory

1. Developing and Maintaining Outreach Strategies, Attending Education Forums



Meaningful Community Participation and Outreach: The success of your grant program is measured by community buy-in and the local impact of each brownfields redevelopment within the City of Freeport's target area. Meaningful impact is best achieved by first understanding the needs and expectations of the community. Geosyntec can run a workshop with the City and key invited guests to go through factors like cost, schedule, redevelopment potential, public interest, and more. Following identification of these factors, the City and stakeholders would be asked to rank these factors based on importance which will assist with ranking and prioritization of sites and selection of remedial approaches.



Geosyntec routinely holds community workshops to share information, invite stakeholder participation, educate citizens, and build an inclusive decision-making framework for brownfields projects.

Our team will merge the technical specialties of environmental consulting and city planning to effectively engage the community that lives, works, and plays in Freeport. Our professionals will work with you to develop and implement a community outreach program that supports redevelopment planning and public engagement through the creation of **marketing materials, webpage content, factsheets, publishing and posting, community involvement plans, and stakeholder meetings**. The team will facilitate local public meetings and provide the accessible and timely information necessary for community input towards brownfields decision-making and prioritizing. The community outreach and planning task will be a joint effort between our technical team, GIS professionals, administrative staff, and marketing team to provide the City with efficient and effective community connections.

Our goal for public engagement is to use our experience to facilitate community-driven projects and public-private collaborations to develop and communicate a vision for the beneficial reuse of target properties to meet the needs of the Freeport community.

2. Posting Program Information

We recognize the importance of engaging the community to facilitate decision-making and project success. In addition to the Brownfields Task Force (BTF), a communication engagement plan will be developed and deployed for wider information access and inclusion. Online tools can be used to send and receive information. Websites and social media can be used to describe assessment efforts, promote engagement opportunities, and showcase opportunities for community input. Geosyntec will work with the City to communicate with the community through neighborhood gatherings, non-profit groups, newsletter mailings, websites, social media, and other communication tools.

As an example, Geosyntec has been instrumental in public involvement and community outreach in Indian River County, FL, related to redevelopment of a closed landfill where soil and groundwater are impacted by chlorinated solvents. Geosyntec orchestrated meetings with stakeholders on numerous occasions, including community groups, the County Commission, Department of Health, Florida Department of Environmental Protection, EPA, and other interested parties. The meetings were conducted to educate, collect ideas for redevelopment from the community, and collaborate and obtain buy-in from the various stakeholders. Locally, Geosyntec is actively engaged with a community in Houston affected at a confidential site undergoing RCRA corrective action. For this project, Geosyntec participates and leads stakeholder meetings with the community to discuss concerns, regulations, and progress.



Geosyntec developed a pamphlet for an eastern North Carolina project to familiarize potential industrial developers with the Brownfields Program and highlight key features that make the property an attractive development.

3. Identification and Recognition of Potential Sites in Target Areas



Brownfields Inventory, Characterization, and Prioritization: Starting with the Target Areas' sites identified in the grant application, the brownfields site inventory will help the City establish baseline conditions to evaluate and prioritize sites for Brownfields Grant funding. The inventory typically includes an environmental database search, historical research, and "windshield surveys."

The target area for this grant includes the entire City of Freeport, with two designated priority sites: the Walker Royall Site and the Abandoned Rail Site. The Walker Royall Site is a 5.7-acre vacant parcel that formerly operated as a medical equipment manufacturing facility before being cleared in the early 2000s. Prior to its industrial use, the site was home to the Tarpon Inn—an upscale hotel built in 1912 that served as a prominent

Ultimately, site selection should be viewed through the lens of whether brownfields assessment and cleanup are inclusive and advance the City's vision for economic development and revitalization.

community gathering space until its closure in 1954. As outlined in the City's 2019 Future City Report and 2024 Comprehensive Downtown Plan, the Walker Royall Site is a key redevelopment focus, with visions for a hotel and convention center with public green space, incorporating direct access to the waterfront and the nearby Brazos River. The Abandoned Rail Site encompasses approximately 11 acres and is envisioned as a future mixed-use development with retail and affordable housing.

Property Eligibility Determinations and Site Access Coordination: Before the start of technical assessment work on a property, the City will need to complete a **Property Eligibility Determination (PED)** and a **Site Access Agreement for EPA** approval. Our team can support the City in completing these documents to expedite and help ensure conformance with EPA's requirements. PEDs ensure that sites are eligible for EPA funding. Submittal of a PED is a critical first step to beginning brownfields assessments and requires a brief property history, location, and summary of ownership. Site access agreements are particularly important throughout the brownfields assessment life cycle. We proactively draft access agreements that will span the expected duration of the environmental assessment to avoid having to renegotiate access as the project develops.

Our hands-on experience working with developers on numerous brownfields sites empowers us to evaluate and prioritize target sites efficiently and collect assessment data to best meet the needs for future private and/or public brownfields development.

4. Steering Committee Meeting



Geosyntec will collaborate with the City to engage potential stakeholders, as well as any other identified groups (residents, property owners, real estate lenders, etc.), in the interest of forming a BTF. Once key stakeholder groups are identified and the BTF is established, bimonthly meetings (or meetings at a frequency determined by the City/BTF steering committee) will be held to discuss site identification and prioritization, potential cleanup plans, and RLF opportunities. The goal of the BTF meetings will be to engage an active and motivated work group for brownfields initiatives, and to encourage public participation and support of projects. We propose engaging the local community and the Freeport BTF to meet with residents in known gathering spots, existing community meetings, and online/virtual platforms to catalog local insight into recognized and potential brownfields sites in the City's Target Area. **Screened sites will be entered into a GIS and database. With input from the City, BTF, and the public, the Brownfields inventory will then be evaluated, ranked, and prioritized.** Based on our team's experience, site selection criteria may include the following:

- High potential for revitalization
- Existing renewal efforts
- Protection of public health
- Nuisance resolution
- Tax base impacts and job creation
- Equitable investment
- Prospective purchaser availability
- Capacity to catalyze further redevelopment
- Site access agreements
- Potential to leverage resources for cleanup and revitalization
- Access to transport corridors

Task 2. Assessment

1. Generic Quality Assurance Project Plan

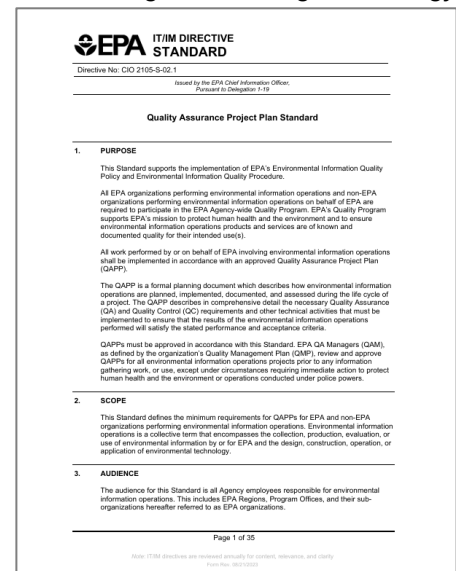
QAPP: The first step for data collection in the EPA Brownfields Program process is the development of a Generic QAPP. A Generic QAPP is a formal document which describes in detail the QA, QC, and technical activities required by the EPA for implementation of grant-related work. The EPA requires preparation of a Generic QAPP to support federally funded environmental programs involving the collection of environmental data. The Generic QAPP will apply to all sites that the City chooses to assess beyond a Phase I ESA.

For any environmental program or project to truly succeed, the environmental data we gather and use to make decisions must be of high quality. Whether this happens often hinges on having a solid QAPP and putting it into practice effectively. EPA Region 6 emphasizes the importance of using a well-defined process to plan all activities that involve generating environmental data, whenever feasible and relevant. To establish clear goals, the EPA has created directives to assist state and tribal governments in developing QAPPs. These plans serve as documentation, outlining the specific types and quality of data required for sound environmental decisions and detailing the methods for collecting and evaluating that data.

Geosyntec has prepared Generic QAPPs following EPA's preparation guidance which have been approved by EPA Region 6 and can be used as templates for this project to gain efficiencies and expedite the preparation and approval process. The QAPP will be submitted to the EPA QA Manager and follow internal processes for review and approval.

Site-Specific QAPP (SSQAPP) or Field Sampling Plan (FSP): A Site-specific QAPP (SSQAPP) must be prepared and approved by EPA before environmental samples are collected for site assessment. A SSQAPP is a work plan that is reviewed and approved by EPA prior to conducting Phase II ESAs and additional assessment work at a site. Following EPA approval of a site's eligibility determination, Geosyntec will prepare an SSQAPP that provides a proposed scope of work, rationale for sampling, assessment and testing methodologies, strategy for managing investigation-derived waste, and data analysis and reporting protocols. We will prepare SSQAPPs following EPA guidelines and checklists which are indicated in the Region 6 Program Guidance and Requirements¹.

In 2023, the EPA-issued Directive No: CIO 2105-S-02.1, Quality Assurance Project Plan Standard, which defines the minimum requirements for QAPPs for EPA and non-EPA organizations performing environmental information operations. The Standard replaced *EPA Requirements for Quality Assurance Project Plan (QA/R-5)*, which was the traditional guidance used to prepare SSQAPPs in Region 6. SSQAPPs will be signed and sealed as needed by a Professional Engineer (PE) or Professional Geoscientist (PG) licensed in Texas who will be overseeing the work. **Our team of professionals has written hundreds of EPA-approved program documents and understands the data needs to support both grant requirements and future brownfield development.**



¹ <https://www.epa.gov/quality/managing-quality-environmental-data-epa-region-6>

2. Phase I Environmental Site Assessment and Phase II Environmental Site Assessment

Phase I ESAs



Geosyntec has conducted thousands of Phase I ESAs nationally, and hundreds in Texas, in accordance with guidance specified in *ASTM E1527-13 and/or E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* to comply with requirements of the EPA Standards and Practices for AAI; Final Rule. Geosyntec personnel actively participated in the ASTM E50 planning committee tasked with overseeing the process of affecting the revisions. Phase I ESAs include a site visit, interviews, historical document review, regulatory database reviews, and a discussion of any RECs related to the site that require further environmental investigation. We routinely present these findings to our clients in a meeting prior to sending them the draft report to put the findings into context for site planning.

In addition to providing an ASTM-compliant Phase I ESA, our team has developed a unique executive summary format for our documents that directly correlates to the EPA-required ACRES database entry, which streamlines the review and approval process. The Geosyntec team maintains practitioners knowledgeable with developments in the maritime industries and associated historic practices. Port cities, such as Freeport, have been the center of historic industrial developments, resulting in complex environmental conditions on former sites and surrounding water bodies. Our practitioners have experience with conducting Phase I ESAs in marinas and port cities, which is critical in identifying the environmental considerations that industrial waterfront developments typically pose.

Phase II ESAs

Geosyntec will conduct Phase II ESAs in accordance with *ASTM E1903-19, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* and the SSQAPPs/FSPs to assess the presence and magnitude of regulated hazardous and non-hazardous materials affecting groundwater, surface water, soil, sediment, soil vapor, and/or indoor air. Geophysical, laboratory, and drilling subcontractors will be utilized as part of these tasks. Geosyntec's effective use of field forms and databases optimizes data collection and processing. Additionally, as needed, we propose using innovative assessment screening techniques such as XRF to effectively assess the extent of lead or other select metals to assist in the development of cleanup plans and initial expected cleanup costs. At sites where vapor intrusion is a concern, we will implement specialized vapor intrusion assessment tools which we have developed in-house and have been approved by the TCEQ and EPA for other projects. We are also familiar with contaminants typically associated with uncontrolled and unpermitted dumping and/or unknown buried tanks from our extensive work with historic illegal dumping and over 10 years of supporting railroad projects in Texas. For such projects, Geosyntec will often



recommend conducting geophysical surveys to attempt to identify potential waste areas and to located unknown buried tanks or subsurface structures in advance of sample collection. In one example, our proposed Project Manager, Ms. Engel encountered 13 unknown subsurface structures including buried oil tank cars (also known as ghost tanks) within a single project during a capital improvement construction project. Ms. Engel facilitated the proper TCEQ notifications, UST removal, and closure reporting for each ghost tank encountered, ensuring the construction schedule remained on track.

Phase II ESA reports will be provided to the City and ultimately EPA/TCEQ. If the Phase II ESA identifies contaminants that exceed allowable limits, Geosyntec will work with the City to develop a strategy for achieving regulatory compliance/closure within applicable regulatory frameworks. Geosyntec has effectively used our experience in site assessment and characterization to help our clients responsibly and cost-effectively manage materials. As good stewards of your grant funds, we will always look for efficiencies and opportunities to be strategic with our investigative design.

Building Materials Surveys



The team will conduct comprehensive building inspections for regulated building materials such as LBP, PCBs, mold, and asbestos. **This includes performing hazardous waste/materials surveys and inventory tasks in conjunction with Phase I ESAs. We also routinely combine the building materials survey task with an abatement design task and cost estimates, expediting project decision-making.**

3. Asbestos-Containing Material, Lead-Based Paint, and/or Mold Surveys

Asbestos



Our project team will complete ACM inspections in accordance with the National Emission Standards for Hazardous Air Pollutants regulation, which requires that ACM be properly identified prior to renovation or demolition activities. Samples will be collected according to EPA guidelines, which dictate the number and location of samples to be collected. Our inspectors will accurately quantify each suspect material identified and clearly indicate the locations and quantities of ACM. Bulk samples collected during the inspections will be analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) laboratory to identify if asbestos fibers are present in the samples. The quantity and location will be listed in spreadsheet format.

In some cases, we also evaluate and sample for asbestos in soil as part of Phase II ESAs. Our Texas-certified asbestos inspectors conduct a visual inspection and obtain representative samples for submission to a NVLAP laboratory. Sampling for asbestos in ambient air can also be performed to prepare for future construction activities that disrupt surface and subsurface soils. The information obtained would be the basis for completing a Negative Exposure Assessment used by the subsequent developer and their general construction contractors.

Lead-Based Paint

Our project team professionals also conduct LBP surveys to identify and quantify this regulated substance. Our team's lead inspectors and risk assessors typically perform the survey using XRF technology to determine the presence of lead in paint and other finishes. The survey effort identifies locations of LBP in the building interior and exterior. This information is utilized to evaluate abatement requirements and costs, when required.

The type and execution of the survey is also dictated by future redevelopment goals. If buildings are to remain and be renovated, LBP should be identified in the expected work areas. Conversely, a full LBP survey is not required for buildings to be demolished. The general contractor will be responsible for following the Lead in Construction Standard for compliance with EPA and state regulations.

Task 3. Remediation/Reuse Planning



When the nature of the problem, like an emerging contaminant, requires a new type of remedy, our professionals set the standard for developing innovative science into novel and effective solutions for environmental remediation. From advanced vapor intrusion evaluation strategies to sophisticated bioaugmentation techniques and beyond, Geosyntec delivers practical environmental management solutions that meet project-specific needs and achieve our clients' objectives.

Along with our expertise in treatability and pilot tests, Geosyntec practitioners are adept at conducting feasibility studies that develop, screen, and provide detailed evaluations of alternative remedial solutions for impacted sites. Our studies help clients determine the optimum performance they can expect from a remediation system and the expected cost of implementing a remedy.

We also provide detailed remediation system design and design/build services for a wide range of innovative and traditional remediation strategies, including those that employ groundwater pump-and-treat systems; bioremediation and bioaugmentation solutions; chemical oxidation; the injection of nanoscale zero-valent iron; soil vapor extraction; indoor air venting and treatment; and much more. Geosyntec applies the principles of future optimization at the forefront of the design process, positioning the City for long-term savings opportunities, with strategies like modular unit operations of an ex-situ treatment train to reduce chemical and energy costs as influent concentrations decrease, or incorporating flexibility into injection systems such as allowing for alternating passive and active flow fields or the ability to add additional components to target residual source zones.



Map depicting a nitrate plume in groundwater.

Strategic Reuse Plans and Cleanup Alternatives



Geosyntec is the leading provider of remedial design services, particularly for complex sites where the challenges—whether from unconventional contaminants, difficult geology and site setting, multi-party groups of responsible parties, or all of the above—make the exit strategy difficult to envision. Our collaborative, global network provides our clients with access to the most talented group of environmentally focused professionals in the industry. We also approach every project as a time-critical action, recognizing that when our clients require remediation services, they should expect to see the positive results of those actions in a timely manner. Successful brownfields projects are ultimately measured by the impact of the **redeveloped site** on the community. Our team has completed brownfields redevelopment planning tasks for more than a dozen communities. We have developed resource roadmaps for redevelopment funding, master plans and visioning documents focused on the community's needs for redevelopment, infrastructure evaluations to attract industrial redevelopment, and safety plans to secure dangerous and dilapidated structures that pose a risk to public safety. With leadership from nationally recognized brownfields experts, our wider team includes not only environmental experts, but also **experts in real estate and economic development, local planning, adaptive reuse, building condition assessments, and infrastructure evaluations. Our experience provides the ability to tailor work to support the City of Freeport's needs.**

Redevelopment End Use Experience



- | | |
|------------------------------------|---------------------|
| 1. Hotels | 10. Recreational |
| 2. Institutional | 11. Golf Courses |
| 3. Sports Stadiums | 12. Sports Fields |
| 4. Office/Research and Development | 13. Natural Habitat |
| 5. Industrial | 14. Parks |
| 6. Public/Federal | 15. Residential |
| 7. Retail | 16. Multi-Family |
| 8. Big Box | 17. Mixed Use |
| 9. Mall/Strip Center | 18. Educational |
| | 19. Commercial |

Geosyntec's experience with transforming contaminated sites and brownfields into functional recreational facilities will accentuate our ability to contribute to reuse planning. We will discuss the findings of the Phase I and II ESAs with the City and describe what the environmental conditions may mean for the initially proposed reuse. Next, we will work with the City to gather input from the community and adjust the vision for the property, if appropriate. Once a vision is well understood, we will prepare cleanup alternative cost estimates and feasibility

evaluations to assist the City with selection of final strategic reuse plans. As appropriate, Geosyntec will prepare work plans for remediation of the target properties based on the chosen cleanup alternative. Geosyntec specializes in preparing data deliverables such as GIS and 3-D figures, animations, and web content that can help communicate these plans to public stakeholders.

We have a proven track record of assisting with creative redevelopment visions; examples and lessons learned from our other redevelopment projects are showcased in the Representative Project Experience section. **In our experience, thoughtful brownfields redevelopment planning can make the difference between an “orphan” site that remains underutilized after investigation and a site that has been successfully transformed and redeveloped and serves as a catalyst for additional area development.**

Task 4. Programmatic Support



Our project team is experienced in providing brownfields program administrative support and management to brownfields grantees. We understand that often the municipal brownfields coordinator has multiple responsibilities; therefore, we will be your program partner and ensure that the Freeport Brownfields Program is compliant with EPA's requirements and is successful. We can assist with or complete the following key administrative requirements:

- New grant applications preparation or support;
- Quarterly, annual, and closeout reports;
- Disadvantaged business utilization and financial status reports;
- Preparation of individual property profile forms and property information spreadsheets;
- Property eligibility determinations;
- Site access agreements;
- ACRES database entry; and
- Budget and timeline tracking (including Davis-Bacon Wage Rate compliance).

Task 5. Closure Reports in Accordance with the State and Federal Laws



Our team brings proven experience securing regulatory closure through the TCEQ for Leaking Petroleum Storage Tank (LPST) sites and through the VCP and industrial/hazardous waste corrective action (IHW/CA) programs. We understand the importance of clear documentation and regulatory coordination in achieving site closure and preparing properties for development. We will work closely with the City of Freeport and regulatory agencies to ensure environmental activities are fully documented and compliant with state and federal requirements. Our goal is to deliver cost-effective and timely closures while maintaining full regulatory compliance, allowing the City to advance properties toward safe and productive reuse. This includes the following:

- Preparation and submittal of closure documentation for LPST and VCP sites, including Affected Property Assessment Reports, Response Action Plans, Response Action Effectiveness Reports (RAERs), and Response Action Completion Reports.
- Coordination with TCEQ case managers and program staff to facilitate timely review and closure.
- Facilitate enrollment into a remediation program to obtain liability protection and enhance redevelopment potential.
- Integration of closure milestones into EPA's ACRES database and other reporting tools.
- Programmatic support to ensure that site level regulatory progress aligns with EPA Brownfields cooperative agreement requirements, including documentation for audits and grant closeout.
- Guidance on institutional and engineering controls, deed recordation, and long-term stewardship.

Proposal

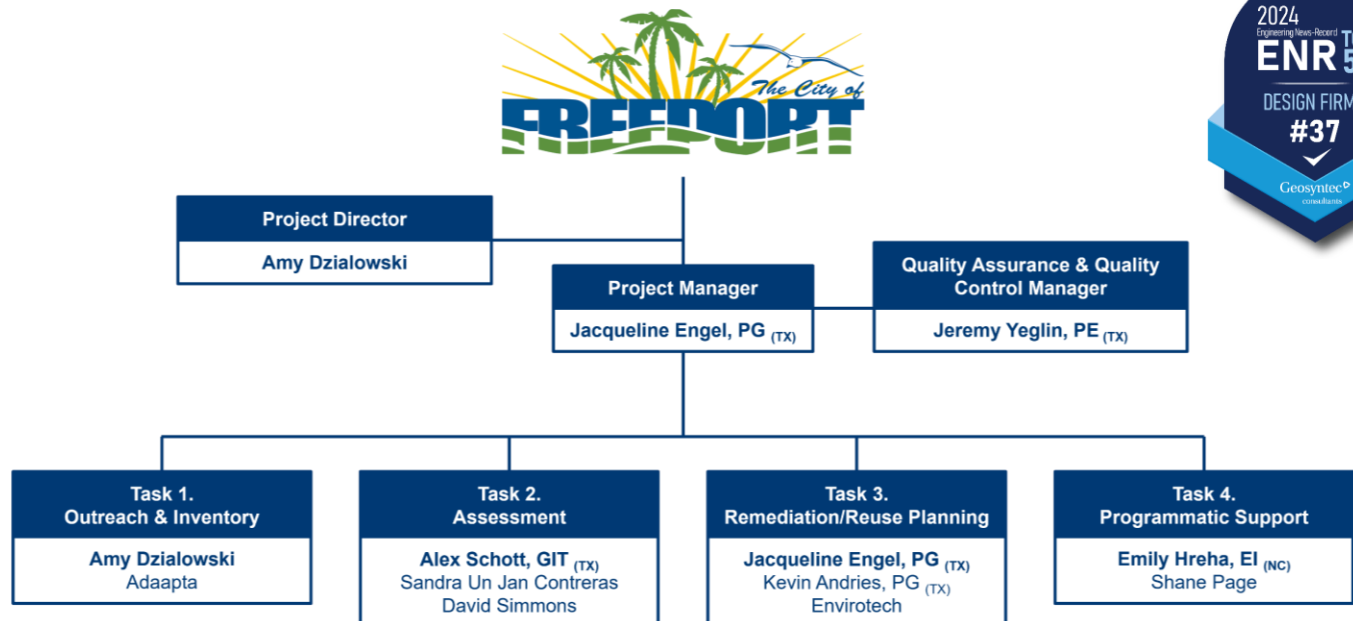


STAFF QUALIFICATIONS AND FIRM CREDENTIALS

Our team members collectively possess a deep level of experience and the skills to undertake all the elements of the work to exceed the City's expectations. Biographies for each of the key team members are provided below. With more than 2,600 employees within Geosyntec, our key team members will be supported by an experienced group of professionals with specialized expertise in the various areas required by this project. Our organization chart and staff biographies are provided below.



Organizational Chart



Bolded names indicate key personnel.

Subcontractors

Adaapta (Economic Development & Planning)

Envirotech (Drilling and Remediation)

Reagan Consultants (Asbestos/Lead-based Paint/Mold)

ALS Analytical (Laboratory)

Staff Biographies



Jacqueline Engel, PG, CAPM (pending) | Geologist

Project Manager; Task 3 (Remediation/Reuse Planning) Lead

Ms. Engel is a licensed PG with nine years of experience in site assessment, remediation, and project management. Ms. Engel has experience with all facets of brownfields assessment and has provided due diligence and environmental assessment project management for numerous client programs and property portfolios. She is skilled at solving problems in various project settings, including complex sites such as agrochemical plants, oil and gas processing and storage facilities, railroad corridors, industrial and hazardous waste management facilities and landfills, commercial real estate properties, and civil construction project sites. Ms. Engel's expertise is in ESA and characterization, due diligence, brownfields redevelopment, groundwater and soil remediation, regulatory compliance, and hazardous waste management. Jacqueline has assisted with or completed over 100 Phase I ESAs, tens of environmental compliance audits, and managed a number of transactional due diligence asset portfolios in accordance with ASTM Standard E1527-13 and/or E1527-21 and the AAI Rule for commercial and industrial facilities across the U.S. and Canada, with sites predominantly situated within EPA Region 6.



Amy Dzialowski | Senior Principal

Project Director; Task 1 (Outreach & Inventory) Lead

Ms. Dzialowski is a Senior Principal specializing in environmental planning, stakeholder engagement, public-private partnership development, compliance, and program funding experience. As an urban planner with environmental, land use and government expertise, she understands the many challenges of compliance and development initiatives. She works closely with public and private-sector clients to deliver advisory services, environmental strategies, public participation, and funding plans. She routinely facilitates public-private collaborations through engagement and education. She has served as the steering committee liaison for many large projects involving multiple jurisdictions, communities, and lead agencies.

Ms. Dzialowski is also a nationally recognized expert in environmental and government grant programs. She has worked with dozens of grant-funded programs across the United States; focused on community revitalization and redevelopment. She has successfully secured more than \$300 million in grant funds and brings an understanding of best practices, program strategy, and partnership development. She speaks regularly at state and national conferences about the benefits of land recycling and is currently a member of the local and national planning committees for the EPA and International City/County Management Association national brownfields conference and environmental justice caucus.



Jeremy Yeglin, PE | Senior Principal

Quality Assurance & Quality Control Manager

Mr. Yeglin is a Senior Principal Engineer based in Texas with over 19 years of consulting experience focused on providing multi-disciplinary engineering and environmental solutions to his clients in the land development, oil and gas, waste, mining, and manufacturing sectors. He has a diverse consulting background, with experience spanning from remediation of impacted soil and groundwater to the design, permitting, and construction of solid and hazardous waste management facilities. He also possesses significant experience with the development and implementation of environmental compliance programs. Mr. Yeglin's ability to successfully negotiate cost-effective solutions with stakeholders, and his depth of technical expertise, have proven to be an invaluable resource for his clients. His practice also includes civil engineering design and permitting energy infrastructure and land development projects located throughout the country.



Alex Schott, GIT | Senior Staff Professional

Task 2 (Assessment) Lead

Mr. Schott is a Geoscientist-in-Training based in Houston, Texas with more than four years of experience in environmental consulting, specializing in site investigation, remediation, and regulatory compliance. He has managed and executed projects across diverse settings including retail fueling stations, dry cleaners, chemical storage facilities, construction sites, and chemical plants throughout Texas and the eastern U.S. His technical skill set includes soil and groundwater assessment, groundwater monitoring well installation, soil vapor extraction remediation system pilot testing, operation, and maintenance, soil vapor and indoor/outdoor air sampling, and site delineation. Mr. Schott has experience working under the TCEQ and the TRRP, as well as with other local and regional regulatory agencies. He is known for his practical problem-solving approach, field leadership, and thorough documentation in support of regulatory submittals and site closures.



Emily Hreha, EI | Engineer

Task 4 (Programmatic Support) Lead

Ms. Hreha is an Environmental Engineer with seven years of experience in environmental due diligence, brownfields redevelopment, vapor intrusion investigations, and groundwater remediation. She also has civil engineering experience in municipal water, sewer, and storm water design and rehabilitation, alternatives analysis, preparation of construction documents, NCDOT encroachment preparation, utility coordination, bid phase services, and construction administration.



Danielle Getsinger, PG | CEO

Task 1 (Outreach & Inventory) Support

Ms. Getsinger is the CEO of Adaapta. She leads a diverse and innovative team committed to accelerating community-driven revitalization, brownfields redevelopment, and resiliency. Ms. Getsinger is nationally recognized for her brownfields redevelopment expertise, working closely with government, private entities, and grassroots nonprofits on complex environmental projects, revitalization plans, and environmental justice initiatives in communities across the U.S. Ms. Getsinger is a licensed Professional Geologist and holds an MBA from the University of Rhode Island.



Mary Hashem, CRE | President

Task 1 (Outreach & Inventory) Support

Ms. Hashem is the Founder and President of Adaapta, headquartered in Denver, Colorado. She is an MIT-educated geoscientist with over 40 years of business experience in brownfields real estate development, environmental consulting, and risk management. Her career has focused on the underwriting, acquisition, redevelopment, and divestiture of commercial and industrial properties, including distressed assets with significant financial and environmental challenges. Ms. Hashem's founded Adaapta with a mission to serve communities by providing practical real estate strategies to achieve economic and community revitalization objectives. Ms. Hashem's work has included determination of the most practical technical approach to remediation for brownfield developments; negotiation of clean up agreements with regional, state and local regulatory agencies; structuring risk management programs, including underwriting environmental insurance, for acquired properties; and managing property restoration, including environmental remediation, building abatement and demolition.



Michelle Spohnheimer | Planning Director

Task 1 (Outreach & Inventory) Support

Ms. Spohnheimer leads Adaapta's planning practice, bringing over 25 years of experience in municipal service and government programming. She was formerly the Director of Housing and Community Development for the City of Marshalltown, Iowa. Her municipal experience focused on local planning and community development; the enforcement of local building, rental housing, nuisance, and zoning codes; management of regional HUD Section 8 and LBP programs; hands-on disaster recovery; brownfields development; grant writing and administration; and community and public engagement. Ms. Spohnheimer holds a degree in Community and Regional Planning from Iowa State University. With Adaapta, Ms. Spohnheimer manages the planning team on a number of projects.

SYSTEM FOR AWARD MANAGEMENT (SAM)

Geosyntec's SAM number is PN66C5E7AN63.

OUR VALUES



PASSION

Passionately embracing inclusion and diversity



INNOVATION

Investing in innovative solutions that create value for our clients



INCLUSION

Promoting a culture of mutual respect and understanding



LIFELONG LEARNING

Intentionally seeking self-education and expertise to promote inclusion and diversity



COLLABORATION

Leveraging diverse experiences and perspectives to achieve the best outcomes



SUSTAINABILITY

Commitment to the sustained self-examination and investment required to build intercultural competence across the company

COMPETITIVE FEE

Geosyntec is a dedicated partner with the City that understands how grant expenditures can be used based on the City's Cooperative Agreement with the EPA. The estimates below were made to support this RFP submission and show typical costs for standard tasks in an EPA Brownfields Assessment Grant. These estimates reflect what we understand about the City's needs from the RFP and Grant Application, giving an initial budget estimate. Geosyntec will work with the City to refine these assumptions and provide task orders with updated assumptions and costs throughout the grant cycle. Some services, like Phase II ESAs, are site-specific, so we present a range of typical costs to help the City plan. During grant administration, Geosyntec will give detailed proposals for each task order after preliminary steps, such as a Phase I ESA, are completed. An Hourly Rate Sheet is included, which serves as the basis for budget estimates for tasks not listed below.

Geosyntec understands that brownfields funds are limited and routinely work with our clients to steward grant dollars efficiently for the benefit of the community. Based on the grant, it is anticipated that 55% of the budget will be spent on site-specific work through the Assessment Task, and 34% spent on area-wide planning.

Task 1 Outreach:

- Community Involvement Plan \$5,000; Brownfield Website, Outreach Brochure/Handouts, Social Media Posts \$5,000 to \$10,000 depending on needs; Community Education Meetings \$20,000 over the course of the grant.

Task 2 Site Inventory:

- Potential Brownfield Site Inventory and Evaluation Ranking Tool Creation \$14,500.

Task 3 Assessment:

- Phase I ESAs \$6,500; Generic QAPP \$8,000; Phase II ESAs including FSP can range from \$17,000-\$40,000 depending on the complexity of the site.

Task 4 Remediation/Reuse Planning:

- ABCAs \$7,500; 2 Vision Sessions/Charrettes \$5,000/meeting; Site Reuse Assessments \$30,000 each; Marketing Study \$10,000; Brownfield Revitalization Plan \$75,000.

Task 5 Programmatic Support:

- ACRES Database Reporting, Yearly Financial Reporting, Quarterly Reporting, MBE/WBE Forms, Programmatic Support for the four-year grant period \$24,000.

GEOSYNTEC CONSULTANTS 2025 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$165
Senior Staff Professional	\$190
Professional	\$216
Project Professional	\$242
Senior Professional	\$268
Principal	\$289
Senior Principal	\$310
Technician I	\$ 85
Technician II	\$ 95
Senior Technician I	\$105
Senior Technician II	\$115
Site Manager I	\$125
Site Manager II	\$135
Construction Manager I	\$150
Construction Manager II	\$160
Senior Designer	\$198
Designer	\$170
Senior Drafter/Senior CADD Operator	\$155
Drafter/CADD Operator/Artist	\$134
Project Administrator	\$ 88
Clerical	\$ 75
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for
Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

ATTACHMENT 1

RESUMES

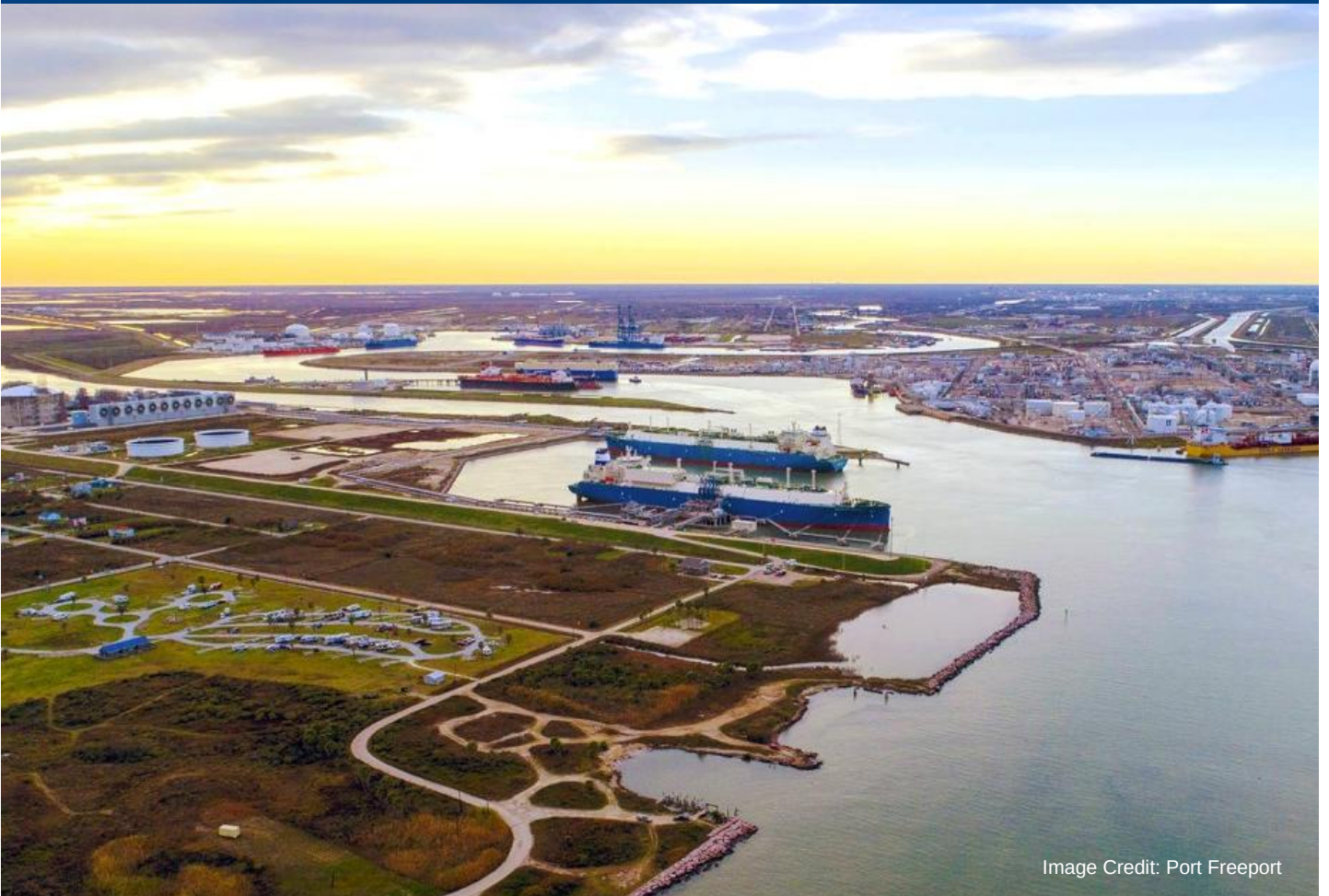


Image Credit: Port Freeport



Jacqueline Engel, PG
Project Manager; Task 3 (Remediation/Reuse Planning) Lead

Brief Biography

Ms. Engel is a licensed Professional Geoscientist with nine years of experience in environmental due diligence, compliance, and site assessment and remediation. She has worked with a diverse range of clients in industry sectors such as agriculture, brownfields, oil and gas, railroad, waste, and commercial real estate.

Ms. Engel has managed or supported the completion of over 100 Phase I Environmental Site Assessment (ESA) investigations and tens of environmental compliance audits for clients across the U.S. and Alberta, Canada, with sites predominantly situated within EPA Region 6. She has participated in numerous due diligence investigations and managed a handful of transactional due diligence asset portfolios in accordance with ASTM Standard E1527-13 and/or E1527-21 and the EPA All Appropriate Inquiries Rule.

Ms. Engel's project experience includes Phase I and II ESAs, Texas Risk Reduction Program, operations and maintenance for Resource Conservation and Recovery Act (RCRA)-permitted facilities, regulatory agency correspondence (including Texas Commission on Environmental Quality [TCEQ] and EPA), underground storage tank (UST) removal and site closure, industrial and hazardous waste excavation and disposal, enhanced in-situ bioremediation system design and implementation, groundwater compliance monitoring, permitting plan development, health and safety oversight, air monitoring, soil borehole drilling and groundwater monitoring well installation, and emergency response.

Relevant Experience

City of Oklahoma City Brownfields Program, OK | Provided the program with environmental consulting services necessary to support the City of Oklahoma City Brownfields Program. Services included: Generic and Site-Specific Quality Assurance Project Plans (QAPP); Health and Safety Plans (HASPs); Site-Specific Field Sampling Plans; Phase I/II due diligence assessments and reporting; geotechnical drilling oversight and reporting services; cleanup planning; and remedial design.

Lead Impacted Site Assessment and Remediation, Confidential Client, TX | Ms. Engel served as the Project Manager and on-site Geologist providing on-call environmental consulting services to a Class I railroad client during a capital improvement project for a 100-year-old railyard in Texas. The work scope included due diligence, air monitoring, spill response, weekly regulatory report updates to TCEQ and EPA, UST excavation sampling and reporting, and oversight of industrial and hazardous waste management. Tasks included project scheduling and resource staffing, soil and water sampling, data interpretation, waste management, and regulatory compliance and reporting.

Areas of Expertise

Project Management
Environmental Site Assessment
Soil & Groundwater Investigation & Remediation
Underground Storage Tank Removal
Soil Boring & Monitoring Well Installation
Hazardous Waste Management & Profiling

Education

MS, Geological Sciences, The University of Texas at El Paso
BS, Geological Studies, The University of Texas at El Paso

Licenses & Registrations

Professional Geologist: TX
Transportation Workers Identification Credential
OSHA 40-Hr HAZWOPER General Site Worker Training

Environmental Consulting Support Services, Confidential Client, TX, OK, AR, LA, NM, KS, and AZ | Managed more than 20 project sites each year to support a 5-year-long capital improvement program with over \$2 million in project budgets and \$5 million in remediation and hazardous waste disposal costs. Provided task and project management, on-call emergency response, ESA, soil and groundwater remediation, subcontractor procurement and oversight, and regulatory compliance reporting. Prepared required notification documents (e.g., notices of intent and termination), permit applications, and submittals. Regularly corresponded with New Mexico Environment Department; Oklahoma Department of Environmental Quality; TCEQ; Department of Transportation; and other federal, state, and local regulatory bodies. Facilitated the cleanup and closure of multiple UST sites in New Mexico, Oklahoma, and Texas by completing state-specific Petroleum Storage Tank investigation, remediation, and reporting requirements. Ensured proper management and safe handling of industrial hazardous and non-hazardous waste streams. Routinely participated in weekly construction meetings and stakeholder calls.

Environmental Due Diligence, Confidential Client, AR, KS, OK, PA, and TX | Provides field support services and reports for dozens of Phase I and II ESAs at various commercial and industrial properties. Facilities typically include warehouses, retail shops, commercial/industrial facilities, and undeveloped vacant lots to support commercial transactional due diligence for a nationwide portfolio. Developed a site-specific HASP for each property prior to each site reconnaissance. When further investigation or a Phase II ESA was necessary, a site-specific field sampling and analysis plan was prepared and implemented in accordance with local, state, and federal requirements.

Transactional Due Diligence, Project Lyra, IN | Managed the environmental due diligence support for two petrochemical facilities in accordance with ASTM Standard E1527-21. Work included a Phase I ESA and Limited Environmental Compliance Review (LECR) for both facilities, a review of emerging contaminants such as per- and polyfluoroalkyl substances (PFAS), and potential industrial hygiene concerns involving air quality during facility operations.

Transactional Due Diligence, Project Burbank, MD, VA, and Washington D.C. | Managed the environmental due diligence support for nine properties in accordance with ASTM Standard E1527-21. The scope of work included a Phase I ESA and LECR for each of nine waste management facilities. The assets included processing facility and transfer stations, a recycling facility, and one construction demolition debris landfill. Non-scope considerations included a review of the presence of PFAS and potential for methane gas generation.

Transactional Due Diligence, Confidential Client, TX and LA | Managed the environmental due diligence review on over 50 upstream oil and gas well pads on the Gulf Coast. The scope of work was completed on an expedited schedule to support the client's needs. Findings were summarized based on risk categories developed to quantify potential liabilities associated with the asset. The ultimate deliverable supported the client in their divestiture.

Transactional Due Diligence Review, Petroleum Product Terminal, Buckeye, TX and GA | Managed the due diligence review of environmental liabilities associated with the Texas and Georgia operations of Motiva Terminals. Activities included a limited due diligence review of terminal operations; environmental compliance; and internal health, safety, and environmental monitoring program. The investigation identified evidence of former site features potentially indicating contamination previously not known to the prospective purchaser and lender, providing crucial information to the buyer during the transaction negotiations.



Amy Dzialowski
Project Director; Task 1 (Outreach & Inventory) Lead

Areas of Expertise

Brownfield Sites
Urban Planning
Due Diligence
Site Investigation & Remediation
Brownfields/Redevelopment & Grant Management

Education

MS, Urban Planning, University of Kansas
BS, Environmental Science, University of Kansas

Licenses & Registrations

N/A

Brief Biography

Ms. Dzialowski is a Senior Principal specializing in environmental planning, stakeholder engagement, public-private partnership development, compliance, and program funding experience. As an urban planner with environmental, land use, and government expertise, she understands the many challenges of compliance and development initiatives. She works closely with public and private sector clients to deliver advisory services, environmental strategies, public participation, and funding plans. She routinely facilitates public-private collaborations through engagement and education. She has served as the steering committee liaison for many large projects involving multiple jurisdictions, communities, and lead agencies.

Ms. Dzialowski is also a nationally recognized expert in environmental and government grant programs. She has worked with dozens of grant funded programs across the United States; focused on community revitalization and redevelopment. She has successfully secured more than \$300 million in grant funds and brings an understanding of best practices, program strategy, and partnership development. She speaks regularly at state and national conferences about the benefits of land recycling and is currently a member of the local and national planning committees for the EPA and International City/County Management Association national brownfields conference and environmental justice caucus.

Relevant Experience

EPA Brownfields Assessment Grant Projects, Eureka, CA | Program Manager for Eureka, California Brownfields Program since 2018. Program Manager for Eureka's EPA-funded brownfields assessment program. Led the development of an EPA-approved generic Quality Assurance Project Plan (QAPP) and site-specific Sampling and Analysis Plans. Trained and mentored city staff for programmatic and administrative tasks including quarterly reports, Assessment, Cleanup and Redevelopment Exchange System (ACRES) entry and community outreach updates. Phase I and Phase II Environmental Site Assessments (ESAs) were completed for multiple properties targeted for City redevelopment. Community outreach tasks were integral to the program's success and provided for inclusive and transparent decision-making.

EPA Brownfields Assessment Grant Projects, West Sacramento, CA | Program Manager for the City of West Sacramento, California Brownfields Program since 2019. Provided Phase I and II ESAs as well as programmatic grant support, public involvement and agency coordination related to redevelopment in the City's Pioneer Bluff District. Important program responsibilities have included developing an EPA-approved generic QAPP, redevelopment planning, preparing public outreach materials, providing technical and advisory support to city staff and the assessment of multiple riverfront properties. Secured assessment grant funding. Developed the approach for the city's innovative use of grant funding for planning tasks at the Stone Lock Facility.

EPA Brownfields Grant Projects, City of Oklahoma City, OK | Program Manager and Environmental Consultant assisting the City of Oklahoma City Brownfields Program since 2007. This city initiative is a targeted redevelopment program for key downtown public and private projects. Typical services provided include Phase I ESAs, Phase II ESAs, remedial feasibility, and corrective action selection. Client services have gone beyond the technical to include the identification of funding opportunities, grant application preparation, and grant administration/reporting, public outreach, agency coordination and partnership development. Successfully managed and provided technical and advisory support for more than 200 brownfields redevelopment projects. Secured and implemented more than four million dollars in brownfields grant funding.

EPA Brownfields Assessment Grant Projects, San Antonio, TX | Program Manager and Environmental Consultant for the City of San Antonio Brownfields Program. Provided programmatic and technical support to the City for administrative documents (e.g., Programmatic QAPP), public outreach and environmental consulting. Services included Phase I ESAs, Phase II ESAs, remedial feasibility, and corrective action selection. Provided input for eligibility determinations and executive summary information specific to grant administration. In addition, provided grant administrative support for ACRES entry and reporting.

EPA Brownfields Grant Application, Lincoln, NE | Project Director. Authored the city's Multi-Purpose Grant application and developed a brownfields program approach. The application process included collaboration across city departments and local non-profits to develop a local food and urban agriculture framework for key downtown properties that could be replicated as a best management practice for the city's Climate Action Plan. Secured \$800,000 in EPA Multi-Purpose Grant funding, which was one of only 31 multi-purpose grants ever awarded by the EPA.

EPA Brownfields Program Grant Writing and Implementation, Multiple Municipal and Non-Profit Clients | Program Manager and Environmental Planner assisting multiple municipal Brownfields Programs. These City initiatives are targeted redevelopment programs for key downtown public and private projects. Client services included grant writing, public involvement, strategic partnering, and agency coordination. Activities have included redevelopment planning, support for environmental justice communities, programmatic grant compliance and support, ESAs, remedial feasibility, and corrective action selection. Secured and/or implemented EPA brownfields grant funding for multiple clients: Oklahoma City, Oklahoma; Oroville, California; Medical Business District, Oklahoma; Imperial County, California; West Sacramento, California; El Cajon, California; Eureka, California; Peoria, Arizona; Reno, Nevada; Lincoln, Nebraska; Little Rock, Arkansas; San Antonio, Texas; McKinney, Texas; Texarkana, Texas; Norfolk, Virginia; St. Petersburg, Florida; MidAmerica Regional Council, Missouri; Kansas City, Missouri; National Development Council, Inc.

EPA Brownfields Assessment Grant Projects, Imperial County, CA | Program Manager for the Imperial County Transportation Commission California Brownfields Program since 2017. Provided Phase I and II ESAs as well as programmatic grant support, public involvement, and agency coordination related to redevelopment in Brawley, California. Worked closely with Imperial County Transportation Commission and the Imperial County Economic Development Corporation to target grant funding and assessment support for new businesses. Provided assessment and cleanup planning for a large former petroleum storage facility.



Jeremy Yeglin, PE
Quality Assurance & Quality Control Manager

Areas of Expertise

Site Assessment & Remediation
Civil Engineering
Construction Quality Assurance
Environmental Compliance
Programs

Education

BS, Civil Engineering, Louisiana
State University

Licenses & Registrations

Professional Engineer: TX, ND, OK
LEED AP Certified

Brief Biography

Mr. Yeglin is a Senior Principal Engineer based in Texas with over 18 years of consulting experience focused on providing multi-disciplinary engineering and environmental solutions to his clients in the land development, oil and gas, waste, mining, and manufacturing sectors.

Mr. Yeglin has a diverse consulting background, with experience spanning from remediation of impacted soil and groundwater to the design, permitting, and construction of solid and hazardous waste management facilities. He also possesses significant experience with the development and implementation of environmental compliance programs. Mr. Yeglin's ability to successfully negotiate cost-effective solutions with stakeholders, and his depth of technical expertise, have proven to be an invaluable resource for his clients. His practice also includes civil engineering design and permitting energy infrastructure and land development projects located throughout the country.

Mr. Yeglin's technical strengths consist of civil engineering, water resources, solid waste design, construction quality assurance, site assessment and remediation, multi-media environmental compliance, brownfields redevelopment, and due diligence. He has also led and worked on large-scale permitting projects through various state and federal agencies for waste management facilities and infrastructure development projects.

Relevant Experience

Phoenix Lake Affected Property Assessment, Marathon Oil Company, TX | Mr. Yeglin served as Project Director for an Affected Property Assessment Report (APAR) for a former creosote wood-treating site in east Texas. The site contained historical contamination from dioxins and volatile organic compounds due to creosote wood-treating operations and subsequent natural gas plant processes. Mr. Yeglin oversaw an extensive investigation and risk-based characterization under the Texas Risk Reduction Program (TRRP). This included a site-specific ecological risk assessment as well as sediment and groundwater analyses to support development of a proposed remedy.

El Campo Affected Property Assessment, Confidential Client, TX | Mr. Yeglin led the affected property assessment for a facility in El Campo, TX due to suspected releases of fertilizer chemicals from historic operations. Geosyntec's project team implemented an extensive sampling and analysis program, which included the collection of over 180 soil samples and the installation of over 20 groundwater monitoring wells. Investigations and site assessment activities were performed in accordance with TRRP rules found in 30 TAC §350. The results of the affected property assessment identified source areas and groundwater contamination leading to off-site receptors. Geosyntec is currently preparing an APAR for submittal to the Texas Commission on Environmental Quality (TCEQ) and will subsequently prepare a Response Action Plan to address site contaminants.

Garland Affected Property Assessment, The Sherwin Williams Manufacturing Company, TX |

A fire occurred at the Sherwin Williams paint factory in Garland, Texas, which led to the subsequent release of Aqueous Film Forming Foam to a nearby creek, resulting in the detection of per- and polyfluoroalkyl substances (PFAS) five or more miles downstream of the site. Geosyntec performed on- and off-site investigations and characterization of PFAS and site-specific volatile organic compounds, which included soil borings, bankside creek sampling, surface water sampling, statistical background analyses, and waste characterization activities during preparation and development of an APAR based on TRRP rules in 30 TAC §350. The APAR included the preparation of a Tier 2 Screening-Level Ecological Risk Assessment, in addition to a human health assessment and derivation of site-specific Tier 2 protective concentration levels (PCLs) for the soil-leachate to groundwater exposure pathway. All site assessment and investigation work has been conducted in accordance with TRRP rules and our team is currently pursuing closure through TCEQ's Industrial and Hazardous Waste Corrective Action program.

Project Agave, Confidential Client, TX | Geosyntec was selected to perform a Phase I Environmental Site Assessment (ESA) in accordance with ASTM Standard E1527 for a property that operates as a plastic film recycling facility in Texas. The Phase I ESA identified Recognized Environmental Conditions which required further investigation through a limited Phase II ESA. Mr. Yeglin developed and oversaw the implementation of an intensive site investigation, which included sampling and analysis of soil, groundwater, sediment, surface water, wastewater, indoor air, sub-slab vapor, and domestic water. The analytical program also included sampling and analysis for PFAS. The analytical results of the limited Phase II ESA were compared to applicable TRRP PCLs, which confirmed the presence of on-site contamination in soil and groundwater. This information was utilized by the client to evaluate their risks associated with the property transaction.

Grease Pit Release Closure, Liquid Environmental Solutions, TX | Mr. Yeglin provided technical direction and guidance related to the remediation of a release of non-hazardous grease trap waste from a liquid waste processing facility in Houston, Texas. The release was reported to the TCEQ, and a soil sampling investigation was performed to characterize the vertical and lateral extent of affected media. After the client excavated and disposed of impacted soils, Geosyntec completed confirmation sampling and prepared a closure report to TCEQ. The release was successfully closed under the Spill Rules in 30 TAC §327.5.

Environmental Response, Site Assessment, and Remedial Services, North Dakota Industrial Commission, ND | Mr. Yeglin served as the Project Director for an environmental response, site assessment, and remedial services contract in support of the Abandoned Oil & Gas Well Plugging and Site Reclamation Fund (AWPSRF) program administered by the state of North Dakota. The AWPSRF program provided state funding for the reclamation and restoration of damages from spills and the illegal dumping of oilfield fluids and wastes at legacy orphan sites in the state. Over the course of the project, Mr. Yeglin and his team successfully closed over 20 abandoned sites.



Alex Schott, GIT
Task 2 (Assessment) Lead

Brief Biography

Mr. Schott is a Geoscientist-in-Training based in Houston, Texas with over four years of experience in environmental consulting, specializing in site investigation, remediation, and regulatory compliance. He has managed and executed projects across diverse settings including retail fueling stations, dry cleaners, chemical storage facilities, construction sites, and chemical plants throughout Texas and the eastern U.S. His technical skill set includes soil and groundwater assessment, groundwater monitoring well installation, soil vapor extraction (SVE) remediation system pilot testing and operation and maintenance (O&M), soil vapor and indoor/outdoor air sampling, and site delineation. Mr. Schott has experience working under the Texas Commission on Environmental Quality (TCEQ) and the Texas Risk Reduction Program, as well as with other local and regional regulatory agencies. He is known for his practical problem-solving approach, field leadership, and thorough documentation in support of regulatory submittals and site closures.

Areas of Expertise

Environmental Site Assessment
Soil & Groundwater Investigation & Remediation
Underground Storage Tank Removal
Soil Boring & Monitoring Well Installation

Education

BS, Geology, University of Houston

Licenses & Registrations

Geoscientist-in-Training: TX
Qualified Compliance Inspector of Stormwater (QCIS)
OSHA 40-Hr HAZWOPER General Site Worker Training

Relevant Experience

Environmental Due Diligence, Confidential Clients, TX | Provided environmental due diligence services for multiple confidential clients, including developers, real estate investors, and petroleum wholesalers, across portfolios of vacant land, active fueling stations, and industrial properties. Responsibilities included site reconnaissance, historical records review, regulatory database review, and completion of ASTM-compliant Phase I Environmental Site Assessments. Evaluated recognized environmental conditions and made recommendations for further investigation or mitigation. Supported clients in making informed decisions during property transactions while ensuring compliance with federal and state due diligence standards.

Phytoremediation System Monitoring, Confidential Clients, TX and LA | Performed groundwater monitoring and phytoremediation system maintenance at multiple municipal landfill sites under long-term corrective action programs. Collected groundwater samples using passive diffusion bag samplers, ensuring minimal disturbance to the aquifer and reduced carbon footprint in sampling. Conducted inspections and maintenance on tree wells used for in-situ phytoremediation of contaminated groundwater, supporting sustainable and cost-effective remediation approaches aligned with EPA green remediation strategies.

Dry Cleaner Site Investigation, Realty Client, TN | Managed a chlorinated solvent investigation and monitoring project under the Tennessee dry cleaner remediation program. Tasks included delineating a tetrachloroethylene (PCE) plume through subsurface drilling, soil sampling, and low-flow groundwater sampling. Oversaw project scoping, cost estimating, scheduling, and subcontractor coordination. Supported reporting and documentation for agency submittal and reimbursement under a state-managed cleanup fund, providing the client with a compliant and cost-efficient path to closure.

Retail Fueling Stations, Confidential Client, TX and TN | Led and supported underground storage tank (UST) removal programs at active retail fueling stations across Texas and Tennessee, operating under TCEQ and EPA regulatory frameworks. Responsibilities included pre-tank pull assessments, construction oversight, and guidance in compliance with TCEQ UST regulations. Conducted soil and groundwater sampling, dewatering operations, product recovery, and emergency spill response. Managed groundwater monitoring well installation, geologic logging, quarterly sampling, well abandonment, and forensic fingerprint analysis to aid source identification. Implemented and maintained SVE systems including pilot testing, system design, and O&M. Conducted vapor intrusion investigations and evaluated potential exposure pathways. Developed complete reporting packages for the Texas Petroleum Storage Tank program, including release determination reports, groundwater monitoring reports, corrective action plans, and site closure requests. Successfully closed multiple UST sites in both states, including two Texas locations through SVE remediation, incorporating sustainable remediation practices such as optimized energy use and monitored natural attenuation.



Emily Hreha, EI
Task 4 (Programmatic Support) Lead

Areas of Expertise

Environmental Engineering
Brownfields Redevelopment
NEPA/SEPA Environmental Review
& Documentation

Education

MS, Environmental Engineering,
Clemson University
BS, Environmental Engineering,
Clemson University

Licenses & Registrations

Engineering Intern: NC
OSHA 40-Hr HAZWOPER General
Site Worker Training

Brief Biography

Ms. Hreha is an Environmental Engineer with seven years of experience in environmental due diligence, Brownfields redevelopment, vapor intrusion investigations, and groundwater remediation. She also has civil engineering experience in municipal water, sewer, and storm water design and rehabilitation, alternatives analysis, preparation of construction documents, Department of Transportation encroachment preparation, utility coordination, bid phase services, and construction administration. She specializes in assisting clients on projects funded by a variety of grant funding sources, including EPA Brownfields grants, U.S. Department of Agriculture Rural Redevelopment loans, Community Development Block Grant programs, and State Revolving Funds.

Relevant Experience

Wendell EPA Brownfields Assessment Grant, Town of Wendell, NC | Assistant Project Manager for the Town of Wendell's ongoing EPA Brownfields Assessment Grant project. Assisted with the preparation and/or review of five Phase I Environmental Site Assessments (ESAs), four site eligibility determinations, and three site-specific quality assurance project plans. Managed lead-based paint and asbestos-containing material survey subcontractor at two sites. Primary author of a National Environmental Policy Act (NEPA)-compliant Environmental Assessment at one of the town's priority sites, the historic former Carver School, which has been vacant for the past 20 years and is being redeveloped into a community center using a combination of EPA grant funds and a grant from the US Department of Housing and Urban Development (HUD). The redevelopment story of the former Carver School has been accepted for presentation at the 2025 National Brownfields Training Conference taking place in Chicago, Illinois in August 2025. Ms. Hreha meets with Town of Wendell staff every other week to discuss the many moving pieces of the EPA Brownfields grant project.

Lead Background Studies, RTI International and EPA, Dallas and Houston, TX | Assistant Project Manager for an EPA study evaluating background concentrations of lead in soils near two Superfund sites in Texas: the RSR Corporation Superfund site in West Dallas and the Many Diversified Interests, Inc Superfund site in Houston. Responsible for reviewing historical Superfund site background documents, assisting in selection of properties to sample that are representative of background conditions, reviewing site health and safety documents, answering field team questions during soil sampling efforts, coordinating with laboratory analytical staff, and communicating with EPA Region 6 staff on progress and results.

Phase I ESAs, Multiple Clients, Multiple Sites | Conducted site visits, interviews, and desktop database reviews to identify Recognized Environmental Conditions and write more than 40 Phase I ESA Reports across the U.S. in accordance with ASTM E1527-13 and ASTM E1527-21.

Sawmill Hollow Brownfields Redevelopment, Northwestern Housing Enterprises, Burnsville, NC | Project Manager for the redevelopment of a former sawmill site that is being redeveloped into a multifamily rental property, aimed to provide an affordable housing option for people currently in pre-1975 mobile homes, under the North Carolina Brownfields Redevelopment Section (BRS). Developed a conceptual site model (CSM) using historical site data and coordinated a site investigation involving soil and soil gas sampling to refine the CSM. Assisted with the development of an Environmental Management Plan to ensure that the exportation of over 1,600 tons of contaminated mulch and soil materials and overall redevelopment were conducted safely and in accordance with BRS requirements. A Brownfields Agreement was finalized for the property in December 2024 and construction is anticipated to begin in the summer of 2025.

Valdese Weavers Mill Brownfields Redevelopment, Blue Ridge Housing of Burke, LLC, Valdese, NC | Developed a work plan for and coordinated a site investigation consisting of groundwater sampling, soil sampling, sub-slab soil gas sampling, and indoor and outdoor air sampling at a former textile mill that is being redeveloped into affordable workforce housing. Performed groundwater sampling using low-flow methods. Performed sub-slab soil gas sampling and indoor and outdoor air sampling using SUMMA canisters and passive Waterloo membrane samplers to evaluate the potential for a complete vapor intrusion pathway. Prepared a report with investigative findings and recommendations based on the outputs of the North Carolina Department of Environmental Quality Risk Calculator.

Large Semi-Annual Groundwater Monitoring Events, Confidential Client, Confidential Site, NC | Participated in six large-scale (70–100 monitoring wells per event) semi-annual groundwater monitoring events at a CERCLA-regulated site where groundwater is impacted with chlorinated solvents, explosives, and energetics. Collected geochemical parameters at each monitoring well using a multiparameter sonde. Collected groundwater samples using low-flow sampling methods and hydrasleeve sampling methods. Served as field lead for two events which involved the additional responsibilities of procuring rental equipment and laboratory bottleware, leading up to three additional field staff, and supervising quality control/quality assurance activities.

East Yancey County Sewer Improvements Phase 2, Yancey County, NC | Performed a HUD-compliant environmental review on a linear gravity sewer project that included seven creek crossings. Assisted prime contractor in complying with Minority-Owned Business Enterprise/Women-Owned Business Enterprise requirements. Completed interviews with on-site laborers during construction to ensure compliance with Davis-Bacon Act requirements.

Per- and Polyfluoroalkyl Substances (PFAS) Investigation, Confidential Client, Confidential Site, SC | Collected 24-hour composite samples of surface waters, stormwater, and various industrial process discharges for analysis of PFAS at a manufacturing facility. Followed company-developed standard operating procedures to avoid cross-contamination as PFAS can be present in a variety of commonly used field equipment, products, and personal protective equipment.

Great Cove Solar Development Pesticide Soil Investigation, AES Corporation, Franklin County, PA | Field Lead for a one-week field event to collect soil samples from 38 agricultural parcels in rural Pennsylvania to evaluate soils for presence of pesticides. Responsible for health and safety of three-person field team during long workdays in direct sunlight, interacting with property owners, soil sample collection, preparing accurate chains of custody, and providing daily field reports to the Project Manager.

Danielle Getsinger, PG

CEO

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danielle@adaapta.com



Danielle Getsinger is the CEO of Adaapta. She leads a diverse and innovative team committed to accelerating community-driven revitalization, brownfields redevelopment, and resiliency. Danielle is nationally recognized for her brownfields redevelopment expertise, working closely with government, private entities, and grassroots nonprofits on complex environmental projects, revitalization plans, and environmental justice initiatives in communities across the U.S. Danielle is a licensed Professional Geologist and holds an MBA from the University of Rhode Island.

SELECT PROJECT EXPERIENCE



EPA Brownfields Job Training Technical Assistance | 2024-2025

Adaapta provides EPA Brownfields Job Training Technical Assistance under contract through Tetra Tech to communities across the U.S.

EPA Funding and Finance Technical Assistance | 2024

Adaapta provides EPA Technical Assistance under contract through Tetra Tech to communities across the U.S. Work began with the Superfund Technical Assessment and Response Team (START) in Region 8 and has expanded to include assistance under the Land Revitalization Technical Assistance (LR TA) Funding and Financing Task Order.



Brownfields Program Support, City of Houston | 2015-2025

- Wrote 2017 Brownfields strategic plan and 2020 Fifth Ward "mini-plan" to serve as a guideline for program decisions
- Serve as primary community liaison and outreach coordinator for the city's brownfields program, which includes marketing and communications, facilitating community engagement events, hosting webinars/trainings, and building relationships with internal and external stakeholders to the city.
- Provide on-call technical assistance and third party review of Phase I, Phase II, cleanup plans, remediation strategies, QAPPs, regulatory reports, and other project document.
- EPA grant writing, which secured a \$1M RLF grant, \$800K assessment grants, and \$1.7 million in EPA Environmental Justice funding.
- Conducted research and corridor studies to identify over 100 potential projects in the City of Houston (and thousands of eligible brownfields).



Technical Assistance to Brownfields, KSU TAB | 2019-2025

- Primary TAB provider for Kansas State University's Technical Assistance to Brownfields Program (KSU TAB) and Tribal TAB. Services include: strategic planning, RLF set up, community needs assessment, market studies, EPA grant reviews, webinars and presentations, authoring training materials and guidelines, and resilience planning.

EXPERTISE

- Environmental Program Design
- Brownfield Redevelopment
- EPA Grant Funding
- Environmental Due Diligence
- Site Assessments
- Remediation Technologies
- Environmental Regulations
- Community Outreach
- Business Strategies

CERTIFICATIONS

- Professional Geoscientist State of Texas, License 12214
- TCEQ LPST Project Manager No. PM0000621
- 40 hr HAZWOPER

VOLUNTEER ROLES

- Board Member, Center for Creative Land Recycling | 2024
- Task Group Chair, ASTM International Sustainable Brownfields Guide | 2023-2024
- President of Board, Texas Health and Environment Alliance | 2021

EMPLOYMENT HISTORY

2024+	Adaapta, LLC
2019+	Community Lattice, LLC
2015-2019	EnSafe
2010-2015	Resource Controls Assoc.
2009-2010	Sovereign Consulting
2007-2009	American Geosciences

EDUCATION

Master of Business Administration
University of Rhode Island, 2014

B.A. Geology
University of Vermont, 2006

Data.org Inclusive Growth and Recovery Challenge | 2020-2023

- Led Community Lattice's award of a \$1M project competition with data.org to apply data science to build tools to enhance community revitalization by lowering barriers for communities to access critical information.
- Led a team of data scientists and collaborators at DataKind to develop two tools: Platform for Exploring Environmental Records (PEER) and Analysis of Brownfields Costs (ABC)

houstonlandbank Brownfields Program Support, Houston, TX | 2021-2024

- Provide program support and third party project oversight for the implementation of a \$600,000 Coalition Community-Wide Assessment grant. Project deliverables include Brownfields Framework Plan, marketing materials, quarterly reports, community meeting facilitation, presentations, and administrative grant documents.
- Coordinate the purchase and cleanup planning of the former City of Houston Velasco Incinerator by the Houston Land Bank. This included \$5.5 Million in assessment and cleanup applications to EPA, as well as securing \$800,000 from the City of Houston for environmental insurance and assessment activities. Also serve as project manager to oversee implementation of risk mitigation strategies and on-site assessment activities. www.bankingvelasco.org

EPA Environmental Justice, Collaborative Problem Solving Project Houston Agri-Power | 2020 - 2023

- Through a collaborative problem solving approach, secured over \$1M in funding from various sources, including the U.S. EPA, City of Houston, and philanthropy to assist the Black United Fund of Texas with their Houston Agri-Power (HAP) project. HAP includes the retrofitting of a 20 foot shipping container farm, planting over 500 trees, illegal dumping coordination with Houston's Solid Waste Department, workforce training for solar installation certification, and youth programming.
- Assisted in a collaborative EPA Change Maker grant application for \$20M to establish a Resilience HUB at BUFTX headquarters.

fernleaf Community Engagement for All Hazards Analysis , Charleston County, SC | 2023-2024

- Led community engagement efforts to incorporate community voices into a data rich climate hazards analysis study conducted by Fernleaf for Charleston County, South Carolina.
- Created Community Engagement Plan to set the values and approach of a community-engaged design process for future resilience planning efforts, as well as immediate focus group initiatives.
- Facilitated community focus group workshops to contextualize quantitative data analysis done by Fern Leaf with qualitative data from the lived experiences of community leaders.

one architecture Resilience Planning, Houston, TX | 2022-2023

- Led community engagement for the City of Houston's Neighborhood Resilience Planning initiative as a partner with One Architecture and Urbanism, an expert in living with water and climate adaptation. Also provided technical expertise in the design of solutions relative to environmental justice, hydrogeologic conditions, and brownfields opportunities to build resilience.

AUSTIN BROWNFIELDS REVITALIZATION OFFICE Brownfields Planning & Research, Austin, TX | 2019-2023

- Conducted research to support the selection of target areas for EPA community-wide assessment grant application. Supported a successful \$600,000 coalition grant with this research and application support.
- Developed and coached program staff through the development of a 5 year strategic action plan with goals of sustaining their assessment and RLF programs to achieve affordable housing objectives.

Mary Hashem, CRE

Founder & President

[Linkedin.com/in/maryhashem](https://www.linkedin.com/in/maryhashem)
mary@adaapta.com



Mary is the Founder and President of Adaapta, headquartered in Denver, Colorado. She is an MIT-educated geoscientist with over 40 years of business experience in brownfields real estate development, environmental consulting, and risk management. Her career has focused on the underwriting, acquisition, redevelopment, and divestiture of commercial and industrial properties, including distressed assets with significant financial and environmental challenges. Mary founded Adaapta with a mission to serve communities by providing practical real estate strategies to achieve economic and community revitalization objectives.

Mary's work has included determination of the most practical technical approach to remediation for brownfield developments; negotiation of clean up agreements with regional, state and local regulatory agencies; structuring risk management programs, including underwriting environmental insurance, for acquired properties; and managing property restoration, including environmental remediation, building abatement and demolition.

Mary currently serves as the Vice Chair of the Board of Directors of the Center for Creative Land Recycling (CCLR), a national nonprofit dedicated to the sustainable reuse of impacted urban properties. She was also a member of the California Department of Toxic Substances Control (DTSC) 128(a) Land Revitalization & Redevelopment Collaborative, a stakeholder advisory group convened by DTSC and EPA Region 9. She is a regular speaker at national and state brownfields conferences, instructor at local and regional brownfield training workshops, facilitator at community engagement and visioning functions, and presenter on a variety of webinars.

SPECIALIZED SERVICE AREAS

- **Brownfield Advisory Services:** environmental due diligence, management and coordination of property remediation, environmental insurance structuring, risk management, and property acquisitions.
- **Finance Services:** counseling on public financing mechanisms, creation of complex capital stacks, grant and loan application development, public-private partnership development, financial analysis and feasibility analysis.
- **Planning Services:** entitlement services including CEQA coordination and zoning approvals, site design, site reuse planning, small area planning, community engagement, design workshops and zoning reviews.
- **Community Outreach and Engagement:** facilitated vision sessions, targeted community surveys, charrettes, website creation, material production, and project marketing and branding.
- **Training:** brownfields 101, attracting and working with developers, budget development, environmental issues for development, financing redevelopment projects, and affordable housing development on brownfields.

EXPERTISE

- Environmental Insurance & Risk Management
- Brownfields Development
- Business Development
- Policy Guidance
- Regulatory Negotiation
- Brownfields Training
- Budget & Contract Management
- Market Analysis
- Economic Development
- Housing Development
- Brownfields Technical Assistance
- Project Consulting
- Compliance Monitoring

EMPLOYMENT HISTORY

2016+	Adaapta, LLC
2015+	RE Solutions
2011-2015	EnviroFinance Group
2003-2011	Brownfields Partners
1996-2003	The LandBank Group
1992-1995	SECOR International
1987-1992	Environmental Science & Engineering (ES&E)
1983-1986	Environmental Research & Technology (ERT)

EDUCATION

B.S. Earth and Planetary Science
(Geology, Geochemistry)
Massachusetts Institute of Technology,
1983

SELECT PROJECT EXPERIENCE



Cal Compact Landfill Site

- RE | Solutions is the Remediation and Development Manager (Horizontal Master Developer) for the redevelopment of the former Cal Compact Landfill site in Carson, California.
- RES worked with the City of Carson to prepare The District at South Bay Specific Plan, which amended the City's Specific Plan for the property.
- RES is responsible for managing the property until the completion of the horizontal development, which has included completing environmental remediation and site improvements, as well as delivering a complete foundation system (piles and a structural slab) for the retail portion of the project.



Former Chemoil Refinery, Signal Hill, California

- RE | Solutions, in partnership with Xebec Realty, acquired the former Chemoil Refinery property and three adjoining City lots located in Signal Hill, CA.
- The cleanup that has been approved by the Regional Water Quality Control Board (RWQCB) will support a light industrial or commercial reuse. RES entered into a California Land Reuse and Revitalization Act (CLRRA) Agreement with the RWQCB that sets forth a response plan for completing the remaining clean up. The CLRRA agreement will provide a covenant not to sue to the purchaser after the response plan is implemented and other requirements of the agreement are met.
- The Signal Hill Planning Commission unanimously approved a development plan for the property that provides for approximately 150,000 SF of for-sale industrial buildings.



29X Apartments | 2021-2024

- Located in the Sloan's Lake neighborhood in Denver, the property, was formerly operated as a Dry Cleaner and contained residual perchloroethylene (PCE), a contaminating dry-cleaning solvent, left in the soil and groundwater. In a joint venture partnership with Avanti, RE|Solutions cleaned up the property and is redeveloping the site into a 42-unit apartment building with significant sustainability improvements. The project utilized the Colorado Department of Public Health and Environment's (CDPHE) Voluntary Clean-Up Program (VCUP) and the Colorado Brownfields Revolving Loan Fund. Leasing began in summer 2024.



EPA Technical Assistance | 2017-2024

- Adaapta provides EPA Technical Assistance under contract through Tetra Tech to communities across the U.S. Work began with the Superfund Technical Assessment and Response Team (START) in Region 8 and has expanded to include assistance under the Land Revitalization Technical Assistance (LR TA) Funding and Financing Task Order.



Technical Assistance to Brownfields, KSU TAB | 2017-2024

- Adaapta is a primary TAB provider for Kansas State University's Technical Assistance to Brownfields Program (KSU TAB). Services include: strategic planning, brownfield inventories, community needs assessment, market studies, EPA grant reviews, webinars and presentations, authoring training materials and guidelines, grant administration and compliance and community engagement.

Michelle Spohnheimer

Planning Director

Linkedin.com/in/michelle-spohnheimer-bb62568
michelle@adaapta.com



Michelle leads Adaapta's planning practice, bringing over 25 years of experience in municipal service and government programming. She was formerly the Director of Housing and Community Development for the city of Marshalltown, Iowa. Her municipal experience focused on local planning and community development; the enforcement of local building, rental housing, nuisance, and zoning codes; management of regional HUD Section 8 and Lead Based Paint programs; hands on disaster recovery; brownfields development; grant writing and administration; and community and public engagement. Michelle holds a degree in Community and Regional Planning from Iowa State University. With Adaapta, Michelle manages the planning team on a number of projects.

SELECT PROJECT EXPERIENCE



EPA Technical Assistance | 2023-2025

- Adaapta provides EPA Technical Assistance under subcontract to Tetra Tech to communities across the U.S.
- Michelle has specifically worked with multiple communities across the country to develop reuse plans for brownfields properties, conducted community engagement events, developed funding and financing plans, and prepared comprehensive reports that included community profiles, market information, and resource roadmaps.



Paducah, KY Brownfields Program - Area Planning | 2024-2025

Adaapta currently serves as a subcontractor to Tetra Tech working for the City of Paducah to administer their Brownfields Program. Work has included area and site specific planning with the designated target areas, participation in community site visits and assistance with site identification and community outreach.



Technical Assistance to Brownfields, KSU TAB | 2023-2025

TAB provider for Kansas State University's Technical Assistance to Brownfields Program (KSU TAB). Services include: strategic planning, brownfield inventories, community needs assessment, market studies, EPA grant reviews, webinars and presentations, authoring training materials and guidelines, and community engagement.



Marshalltown, IA Brownfields Program | 2021-2023

Responsible for the development of the City's Brownfield Program, administration of an EPA Community-wide Assessment Grant, and recipient of EPA and KSU TAB technical assistance.

EXPERTISE

- Grant Writing and Administration
- Community Development
- Affordable Housing
- Municipal Operations
- Budget Development and Management
- Code Enforcement
- Economic Development
- Brownfields Development
- Zoning Administration
- Community Engagement
- Disaster Recovery
- Business Development
- Marketing
- Website Development

EMPLOYMENT HISTORY

2023+	Adaapta
2001-2023	City of Marshalltown, IA
2014-2023	Small Business Owner
1998-2001	City of Ames, IA

EDUCATION

B.S. Community and Regional Planning,
Minor in Housing
Iowa State University, 1999

SELECT PROJECT EXPERIENCE



Marshalltown Strong - Disaster Recovery | 2018 - 2020

- Responsible for the completion of housing assessments, on thousands of homes, following an EF-3 tornado in 2018 and Derecho wind event in 2020.
- Worked closely with local, state and federal authorities to implement disaster response programs, including administration of Project VALOR a pilot emergency home repair program conducted by volunteers.



**MARSHALLTOWN
MORE THAN EVER**

Marshalltown Lead Based Paint Program | 2001-2023

- Successfully applied for and administered seven HUD Lead Based Paint Hazard Reduction Grants totaling more than \$21 million dollars.
- Responsible for making more than 600 homes lead-safe throughout a four county region impacting thousands of kids over time.
- Leveraged local, state, federal and private dollars to support the continued efforts in reducing lead poisoning rates through remediation efforts.

ATTACHMENT 2

REQUIRED FORMS

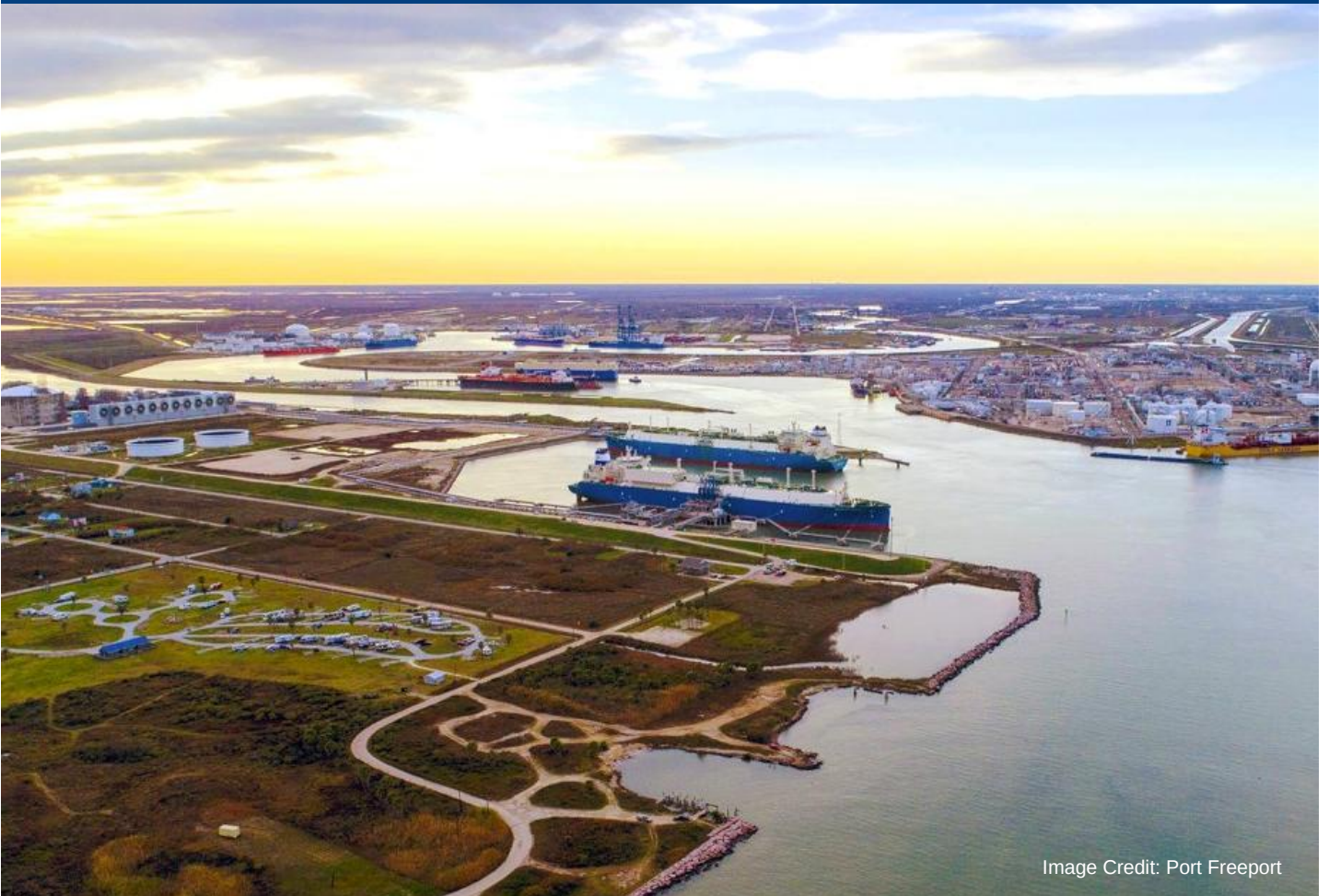


Image Credit: Port Freeport

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on May 14, 2025.

Firm: Geosyntec Consultants, Inc. TIN: 59-2355134

Signed By: *Jeremy Yeglin* Date: 05/14/2025

Printed Name: Jeremy Yeglin, PE Title: Senior Principal

Phone #: 281-810-5068 Fax #: N/A

Email: Jyeglin@geosyntec.com Website: www.geosyntec.com

Mailing Address: 10777 Westheimer Road, Suite 900, Houston, TX 77042

Delivery Address: 10777 Westheimer Road, Suite 900, Houston, TX 77042

END OF REQUEST

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Geosyntec Consultants, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 777 Yamato Road, Suite 600	Requester's name and address (optional)
6 City, state, and ZIP code Boca Raton, FL 33431		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	9	-	2	3	5	5	1	3	4	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Tax Manager	Date 01/14/2025
------------------	--	--------------------	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

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.

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

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

Geosyntec Consultants, Inc.
Houston, TX United States

Certificate Number:
2025-1307477

Date Filed:
05/09/2025

Date Acknowledged:

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

City of Freeport

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.

2025-06 - Freeport Brownfields
Environmental Consultant Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Othman, Majdi	Kennesaw, GA United States	X	
	Zeeb, Peter	Acton, MA United States	X	
	Deeb, Rula	Oakland, CA United States	X	
	Rusinko, Barbara	Bainbridge Island, WA United	X	
	Sepassi, Darius	New York, NY United States	X	
	Nimocks, Mitchell	New York, NY United States	X	
	Brennan, Daniel	New York, NY United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Eric Kovich, and my date of birth is 01/20/1975.

My address is 8318 Marina Dr., Holmes Beach, FL, 34217, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Manatee County, State of Florida, on the 9th day of May, 2025.
(month) (year)

Eric Kovich

Digitally signed by Eric Kovich
Date: 2025.05.09 13:24:55 -04'00'

Signature of authorized agent of contracting business entity
(Declarant)

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, Geosyntec Consultants, 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.

Jeremy Yeglin Digitally signed by Jeremy Yeglin
Date: 2025.05.13 12:48:21 -05'00'

Signature of Contractor's Authorized Official

Jeremy Yeglin, PE, /Senior Principal

Printed Name and Title of Contractor's Authorized Official

05/13/2025

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

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
Adaapta	401.339.3997	\$25,000.00
Envirotech Environmental Services	713.805.0440	\$60,000.00



We are
engineers, scientists
and innovators.

Geosyntec 
consultants

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Freeport Priority Site No. 1

City of Freeport, Texas

Request for Proposals
Freeport Brownfields Program

May 16, 2025



11555 Clay Road, Ste. 100
Houston, TX 77043
P (713) 690-8989
Terracon.com/Houston



May 16, 2025

City of Freeport
Attn: Robert Johnson, EDC Director
1201 N. Avenue H
Freeport, TX 77541

Re: Proposal for Freeport Brownfields Program

The City of Freeport (City), as the recipient of an Environmental Protection Agency (EPA) Brownfield Community-wide Assessment Grant, aspires to build a thriving community where residents and visitors alike can flourish. This vision includes the re-establishment of a thriving downtown, creating a desirable living and working environment with a high quality of life. It emphasizes ensuring safety and security for all, investing in robust infrastructure to support a diverse and thriving economy, actively engaging citizens through volunteerism and civic participation, and promoting sustainable economic growth through innovation and creativity. Terracon is eager to continue our partnership with the City, as demonstrated by our collaboration on the successful EPA Brownfields Assessment grant application, to support these goals and contribute to the continued growth and prosperity of the City.



Proven Expertise and Successful Track Record: Terracon has assisted over 171 communities in the development and implementation of their Brownfields Programs, with the implementation of projects funded by 347 Brownfields Cooperative Agreements (73 projects in EPA Region 6), giving Terracon the experience and depth of services to support the City of Freeport. We've secured substantial grant funding nationally, including \$87 million in EPA Brownfields Grants, with \$18 million in FY24 alone. ***Our team utilized its extensive experience to assist the City in writing the recent grant cycle.*** Over the past five years, we've obtained \$43 million in EPA grants nationwide, establishing Terracon as a leader in the EPA Brownfields Programs. Our skilled environmental team is ready to support the City's implementation of this Brownfields Assessment Grant.



Community Engagement and Revitalization: Terracon's Brownfields redevelopment expertise significantly aids in the transformation of underutilized sites into productive spaces, enhancing community well-being. ***Our strong partnerships with city officials and stakeholders demonstrate our commitment to the City's priorities.*** By collaborating with local organizations, Terracon fosters inclusivity and addresses the needs of disadvantaged populations, ensuring robust community involvement and project success.



Innovative Solutions and Team Excellence: Terracon's nationally-recognized environmental Brownfields Team excels in assessment, remediation, sustainability, and innovative solutions. We efficiently tackle complex challenges to enhance community well-being and economic growth. By integrating the latest technologies and best practices, we ensure impactful and effective project completion. Leveraging our statewide offices and extensive network, Terracon offers cost-effective services for your brownfields programs. ***Our Texas team, with 27 offices and over 50 environmental professionals in Southeast Texas, along with 135+ brownfield staff nationally, provides local expertise backed by national resources.***

We are confident our expertise and environmental team will deliver exceptional results for the City. We look forward to contributing to the City's vision for a revitalized, sustainable, and inclusive community.

Sincerely,
Terracon Consultants, Inc.

Jessica Kemp

Jessica Kemp
Phase I ESA Group Manager
jessica.kemp@terracon.com

Ralph Calvino, REM, CPESC
Environmental Department Manager
ralph.calvino@terracon.com



3. Table of Contents

4. Scope of Services Information

4	Introduction
9	Section 1. Scope of Services & Project Approach
17	Section 2. Experience and Performance References from Previous Projects
22	Section 3. Qualifications and Availability of the Specific Individuals to Provide Services
27	Section 4. Project Costs

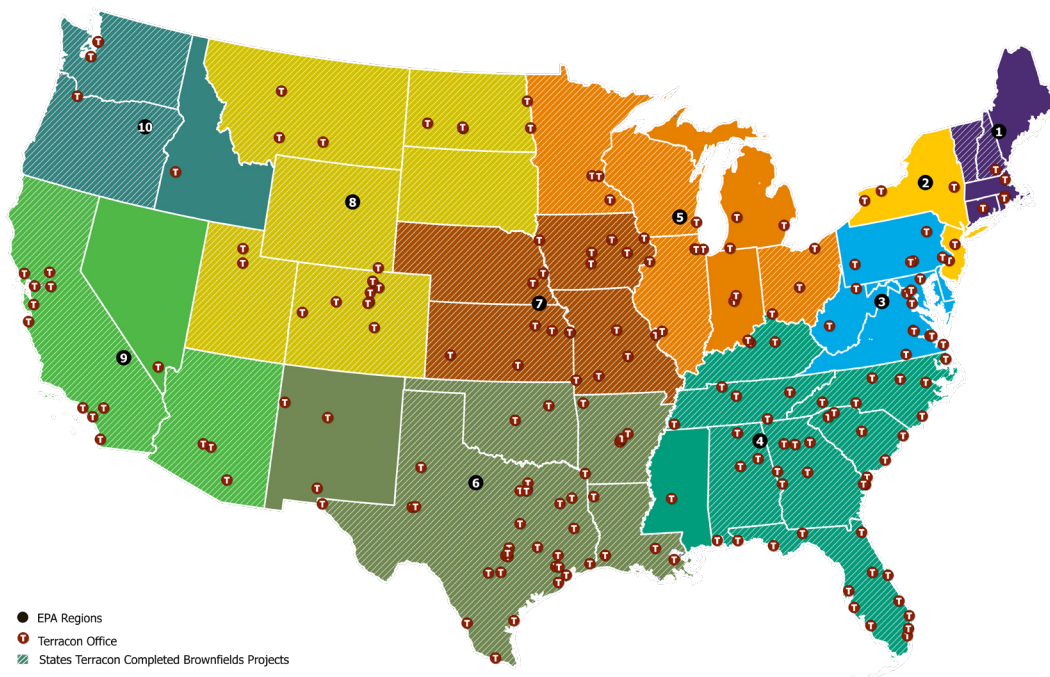
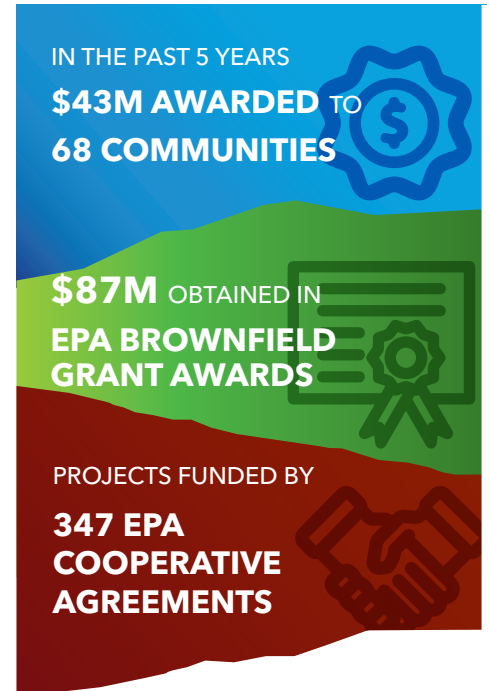
Introduction

Brownfields Expertise

In 1995, the EPA launched the Brownfields Action Agenda (BAA) to demonstrate that redevelopment and environmental protection can coexist. Terracon has participated in the BAA since its inception, even contributing to the development of the community-wide generic Quality Assurance Project Plan (QAPP) adopted by all EPA Regions. **With 30 years of experience, Terracon has a long-established relationship with the EPA Brownfield Program**, routinely working with EPA Project Officers and state Brownfield Coordinators.

Terracon assists communities with all aspects of brownfield services, from grant writing to project implementation, leveraging funding and incentives. Successful projects require consistent communication between the consultant, grant recipient, EPA, and other parties. We complete all EPA required reporting forms, Assessment, Cleanup, and Redevelopment Exchange System (ACRES), annual financial reporting, and grant closeout requirements. **Approximately 75 percent of our clients nationwide receive full programmatic assistance.** Our staff has the expertise to manage all grant requirements, including site inventories, outreach, annual projections for Phase I and II Environmental Site Assessments (ESA), ACRES database entries, quarterly and annual reports, and redevelopment/reuse planning. Terracon tailors its services to meet your needs.

NATIONALLY



Terracon office locations, States Terracon has provided EPA Brownfields Grant Services, and corresponding EPA Regions (map above).

IN TOTAL
171
Total communities helped

73
EPA Cooperative Agreements in EPA Region 6

42 in TX

Scan to uncover how Terracon's Brownfield services helped secure funds to bring the Mill District, a Purpose-Built Community in Columbus, Georgia, to life.



Introduction

Grant Experience

Terracon has a proven history of successfully administering grants and collaborating with funding sources for municipal clients, particularly through the Brownfields Program. Here are some key points:

Award Winning Performance:

Terracon's efforts in securing and managing EPA grants have earned them numerous regional and national awards, highlighting our expertise and success in grant administration. Terracon's Phoenix Award projects range from one of the largest metropolitan areas in the United States to the smallest city to have ever won a national award.

Successful Projects: Terracon has facilitated **347 Cooperative Agreements nationwide**. For example, **we helped secure the EPA Assessment Grants for Fort Worth, Texas**, which has resulted in significant community revitalization and economic growth.

Comprehensive Support: Terracon's local Project Managers assist municipalities in every step of the grant process, from development and engaging the community to writing grant applications and implementing projects.

Regulatory Support: Terracon routinely assists with preparing and submitting required grant administration documents. Our approach includes emailing regular status reports to your staff, and other interested parties. Regular updates significantly streamline the development of quarterly reports. We will also hold bi-weekly meetings with the City to keep the project moving. Our staff has the expertise to complete all grant requirements, including development of and any necessary edits to the EPA required Work Plan to estimate the number of Phase I and II ESAs expected to be completed each year.

Terracon will assist in managing the overall grant schedule, including meeting required milestones and maintaining individual project schedules and budgets. We will also provide a budget tracking template based on your grant task budgets to assist in managing and tracking the City grant budgets. Terracon will customize our invoices to reflect grant funding tasks to promote a seamless process for tracking grant funds. Our in-house services under your grant include:

- Facility & Property Condition Assessments
- Mold & Indoor Air Quality
- Natural and Cultural Resources
- Asbestos and Lead-Based Paint Surveys
- Community Involvement Plans
- Programmatic Support And Reporting
- Site Inventory
- Community Outreach
- Generic & Site-specific QAPPs
- Phase I ESAs
- Phase II ESAs
- Wetland And Stream Delineations
- Remedial and Reuse Planning
- Geophysical Surveys
- Work Plan Revisions

"These groups have figured it out - and they are national models for each one of us."

- Phoenix Award Committee regarding Terracon



Belinda Richard, National Manager Brownfields Program; Bill Anderson, P.E., Eastern Operating Group Manager; and Becky Horace, Grants Manager, accept the Regional Phoenix Award in 2023.



Introduction

Local Experience

Terracon has assisted with the grant writing and/or implementation of several grants in Texas, including for the Cities of Balcones Heights, Fort Worth, Arlington, and Irving. These grants aimed to facilitate the evaluation and redevelopment of contaminated properties, promoting environmental health and community revitalization. Last year, we began work with the City of Houston to implement their grant, and have since completed a Generic QAPP and two Site-Specific QAPP addenda for upcoming assessment services.

City of Freeport Grant Experience

FY24 City of Freeport Grant Application

Terracon collaborated closely with City staff to gather pertinent data and information, meticulously crafting a successful application on the first attempt for this highly competitive grant. This Brownfields Assessment Grant will significantly impact the City's Historic Downtown Area, enabling the creation of a brownfield site inventory, completing environmental site assessments, supporting community engagement activities, and developing cleanup plans. Terracon is excited regarding opportunities associated with the recent expansion of Port Freeport, and understand that this grant can help provide the timely, strategic investments in the community for revitalization. Terracon agrees with the City regarding this grant being the first step toward creating a vibrant town center, which will create job opportunities, incubate small businesses, promote tourism, increase foot traffic for existing businesses, and create a cultural heart of the City that would promote community cohesion and civic engagement.

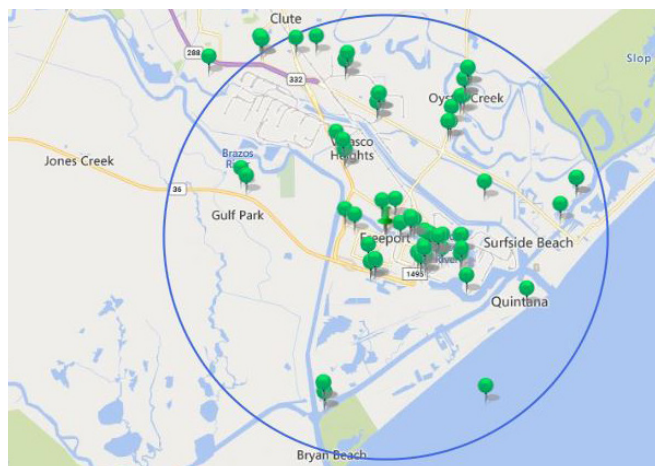
A windshield survey performed by Terracon identified over a dozen potential assessment sites within Freeport, including the two (2) priority sites – as detailed below.

Priority site 1: The Walker Royall site, is located at 100 E. Brazos Boulevard. This site is a 5.66-acre tract, adjacent to City Hall and the Brazos River. The site is walkable to Freeport's historic downtown, which holds a few small boutiques and eateries, as well as the Freeport Historical Museum and Visitor Center. The site is currently a vacant, unfenced grassy field with no improvements. It has been abandoned since the early 2000s. From the 1960s to the early 2000s, it was the site of a medical equipment manufacturing business. Manufacturing sites of this nature are potentially contaminated with petroleum and chlorinated VOCs, hydrocarbons, or metals. Before being used for manufacturing, from 1912 to 1956, the site was home to the Tarpon Inn, an upscale hotel that served as a prominent community meeting space. Potential chemicals of concern from the hotel include petroleum hydrocarbons (diesel) from an emergency generator, dry cleaning solvents (chlorinated VOCs), and heating oil tanks, in addition to asbestos and lead from demolished building materials that could have been left at the site.

Priority site 2: The Abandoned Rail Site, is an 11-acre tract adjacent (south) to the historic downtown area and three blocks south of the Walker Royall site. Together, the two priority sites bookend the historic downtown area. The site currently contains abandoned railroad tracks, a former building slab, and abandoned trailers. The site has been abandoned since 2002 and is unsecured, creating a safety problem for residents as it is close to churches, schools, and parks. The City was previously in negotiations with Union Pacific to take control of the property. Potential contaminants of concern include petroleum hydrocarbons, chlorinated VOCs, polycyclic aromatic hydrocarbons, and metals.

Representative list of Communities in TX that Terracon has collaborated on Brownfields grant writing and/or implementation

City of Houston
City of Balcones Heights
City of Fort Worth
City of Arlington
City of Irving



63 environmental projects within a 5 mile radius of the City of Freeport represented by the green points. This experience has enabled us to build strong working relationships with EPA and TCEQ Brownfield staff.

Introduction

Specific Outcomes Anticipated from the Grant

With the assistance of the EPA Brownfields Community-wide Assessment Grant, the City aims to achieve several significant outcomes:

Environmental Site Assessments:

- Conduct 16 Phase I ESAs and 9 Phase II ESAs.
- Identify Recognized Environmental Conditions (RECs) and assess contamination levels in soil, water, air, and other materials.

Community Engagement:

- Host seven (7) community meetings and workshops to gather input, collaborate with the public, and keep residents informed.
- Develop a Community Involvement Plan (CIP) to ensure active participation from local stakeholders, lay the foundation for outreach efforts, establish a schedule for activities, and provide project backgrounds.

Site Inventory and Prioritization:

- Create a detailed inventory of brownfield sites within the City's geographic boundary using GIS-based mapping and input gathered during community meetings.
- Develop an evaluation ranking tool to determine site assessment and redevelopment priority based on community input and environmental data.

Remediation and Cleanup Planning:

- Develop four (4) Analyses of Brownfield Cleanup Alternatives (ABCA) to guide future remediation efforts.
- Implement cleanup plans to address contamination and prepare sites for redevelopment.
- Develop Site Reuse Assessments, a market study, and a Brownfields Revitalization Plan to guide future redevelopment.

Economic and Social Benefits:

- Encourage infill by creating opportunities for new businesses within the city limits.
- Improve connectivity and walkability in the downtown area.
- Increase affordable housing options and job opportunities.
- Enhance the historic aesthetic of the downtown, promoting sustainable economic growth for the underserved community.



Priority Site 1: Walker Royall Site



Priority Site 2: Abandoned Rail Site



Terracon, personnel, across the board, have shown the dedication, knowledge, and enthusiasm to work with the City, as an extension of the City, and have always provided the highest quality of work and representation for the City of Fort Worth. Fort Worth's Brownfields Program is a success due in part to the partnership we have with Terracon and their dedicated staff.



Roger Grantham, Environmental Supervisor: Code Compliance Department - Environmental Quality Division, City of Fort Worth

Proven Impact

Economic Development Success in Texas

Terracon has a long history of partnering with local and state economic development agencies to help our clients realize their development potential. Most of our economic development success starts small, with a Phase I ESA, or a Brownfield Assessment Grant, just like the City of Freeport's. From there, we are able to help our clients realize potential sites for redevelopment.

Our Terracon Texas environmental team has undertaken numerous EPA Brownfields projects with local work. Our extensive experience with brownfields services is demonstrated by the numerous completed projects in the Fort Worth area. Through our efforts, we have facilitated the transformation of contaminated sites into valuable community assets, promoting environmental health and revitalization. Examples of our successful projects and their economic impacts are listed in Section 2.



City of Freeport's Priority Site 2: Abandoned Rail Site

Terracon has provided the required services of this contract through our 30 years of experience working in the federal brownfields program. Below you will find a summary our Technical Approach outlined by project task.

Task 1: Outreach & Inventory

Our Team understands that Community Engagement and Outreach activities will be a collaborative effort between our project team and City personnel. To complete this task, Terracon will develop printed and web materials, participate alongside the City to lead and promote the Brownfields Program. A Community Involvement Plan (CIP) will be developed to guide outreach efforts and provide updates through monthly meetings. Community meetings can be held online or in person. Community partners identified in the grant application will be involved, and Terracon will assist in adding more partners if needed. A Brownfield Project Team (BPT) is one approach that consists of a group that can be formed with community members to help educate the public about the program.

This group would serve as a vital resource for disseminating information about brownfield sites, the benefits of environmental assessments, and the opportunities for community revitalization and economic growth. By involving local residents, the group aims to foster greater transparency and engagement, ensuring that everyone is informed about the program's objectives and progress. The formation of this group would enhance community involvement and support, driving the success of brownfield initiatives in the area.

Engaging the public at different stages helps tailor projects to each community's unique traits. Our team is skilled in working with diverse stakeholders on Brownfields grant projects and will support the City's community engagement efforts as needed. Terracon will collaborate with the City to tailor our services for the needs of your community. A few techniques Terracon's team uses to keep the community informed include the following:

- Community Involvement Plans
- Interactive Public Workshops and Meetings
- Vision Sessions/Charettes
- Creation of a Brownfields Project Website/Webpage
- Social Media Posts
- Online Surveys
- GIS Mapping
- Informational Presentations
- Videos/Podcasts
- Focus Groups
- Open Houses
- Public Dialogues
- Special School Activities
- Weekend Walks with Citizens
- Fact Sheets and Brochures
- Electronic Information Repositories
- Electronic Planning Portfolio



COLLABORATION - A City Brownfield Project Team will help us ensure the community has a voice in this process..



ATTENDANCE - Attendees provided positive feedback, highlighting the event's organization, the relevance of the topics discussed, and the opportunity to engage with community leaders.



COMMUNITY - Our commitment to the City goes beyond providing environmental services. We will become a trusted partner of the community.



Planning, Marketing, Outreach and Reporting

This approach provides creative, inclusive, and efficient planning and engagement activities eligible under an EPA Brownfields Assessment Grant. For this project, these include EPA approved planning components such as Site Reuse Assessments and a Brownfield Revitalization Plan. Additional effective engagement tools may be used, such as creating a resource road map or promoting equitable development activities. Terracon will also provide a summary of community meetings to be included in the EPA-required Quarterly Reports.

Engagement

Engagement activities can vary widely in scale, cost, and impact. A basic community meeting where visual preferences are solicited or concept alternatives are presented can be much different than an open house, workshop, or charrette. The type of engagement will also depend on the project site, as each will have unique stakeholders and outreach needs. Any combination of the suite of potential tools provided below can be adapted to these site-specific conditions. The targeted number of meetings, seven (7), and wide range of engagement examples listed in the RFQ provide an opportunity to employ creative, effective, and meaningful methods to maximize community involvement. Terracon will work with the City to complete a Brownfields webpage within the 1st quarter of contract award and post quarterly updates of outreach materials.

Stakeholder Analysis and Engagement

- Meet with City staff
- Establish and collaborate with the City
- Work with community groups; meet with local community leaders and advocates
- Target property owners and other specific stakeholders
- Attend City Council meetings or work sessions
- Agency partnership and coordination

Brownfields Property Identification, Prioritization, and Inventory

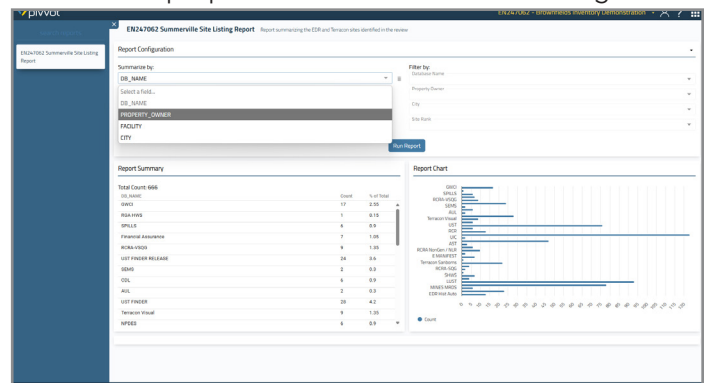
Terracon routinely develops Brownfields Site Inventories on behalf of communities to provide them a working basis for Brownfields property management. Brownfield Site Inventories have been an essential element on more than 90 percent of the 347 EPA Brownfield Cooperative Agreement projects we have worked on. Simple or complex, we will help you develop and implement a meaningful Brownfields Inventory System. We meet with community leaders and neighborhood associations to understand their perspectives' and the community's needs. We provide education about the purpose of Brownfields and property identification to the public and landowners.

Terracon uses innovative, proprietary GIS-based approach to produce site inventories. This inventory system allows for you, the Grantee, to view inventory information, search, filter, and access property photos and deliverables. The system is designed to outlive the current grant and provide utility to the City for years to come.

Project Approach



Terracon has developed an innovative way to provide grantees with GIS-based, custom-tailored site inventories for Brownfields target areas through the use of proprietary, web-based software. Initially, Terracon identifies potential Brownfield properties located within the target area through a review of properties listed on state & federal regulatory databases and historic Sanborn Fire Insurance maps. Terracon then supplements this data with a visual reconnaissance. Identified properties are then mapped using Terracon's Pivvot and Compass software platforms, allowing for advanced, GIS-based characterization of non-spatial data to help each grantee achieve their redevelopment goals. This approach provides identification of properties and also adds search and data filtering capabilities to quickly hone-in on those projects that could provide the most benefit to the grantees' remediation and revitalization objectives.



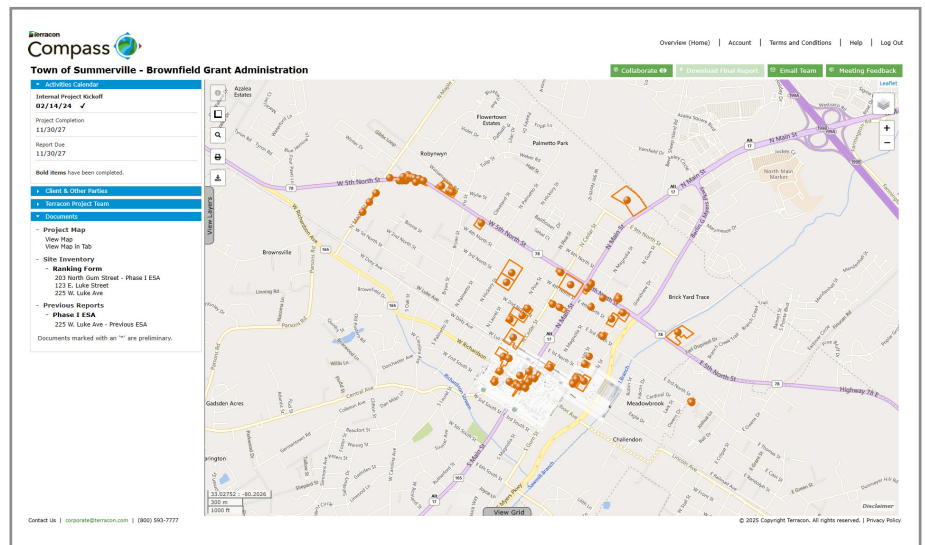
After compiling the inventory on the web-based platform, Terracon will develop an evaluation ranking tool through collaboration with the City, project partners, and community stakeholders to prioritize reuse/revitalization objectives and individually rank properties on the inventory. Ranking criteria are determined by input from community members and community stakeholders, ensuring that use of Brownfields grant funds align with community needs and maximize positive impacts to human and environmental health, as well as economic return on investment.

Terracon's use of the proprietary Pivot and Compass software platforms, combined with review of public databases, visual reconnaissance, and community ranking criteria for properties, gives grantees a tailored site inventory of prioritized potential brownfield properties in their community with elegant search and filter capabilities.



Our approach also allows for easy update and provides an inventory that can be used for years.

A brownfield property's score will change and with it its prioritization for client funds. This requires a ranking system that is continually and easily updated. Believing the system should match a community's technical resources, Terracon provides clients with inventory/ranking systems from simple spreadsheets to integrated GIS mapping. Terracon believes the inventory system should outlast us as the consultant, without need for support beyond the grant. With this technical ability, we will collaborate with the City and tailor our deliverable to meet your needs. We will also deliver thoughtful data visualization products to help communicate project data for our clients, site regulators, and other project stakeholders. We utilize a GIS software platform to develop informative map products and data posting figures as static maps and web-based map deliverables. Regardless of the project scope, we strive to deliver intuitive products to help us evaluate and communicate project data.



Tools like Pivot and Compass enhances the efficiency and cost-effectiveness of brownfields programs. These tools streamline various processes, resulting in significant savings and improved project outcomes.

Site inventory tasks may include:

- Integration of input from community outreach meetings to develop numerical categories and weighted averages for ranking properties based on factors tailored to the City's needs.
- Research environmental data and solicit feedback from City personnel and community members regarding local properties.
- Develop a GIS Brownfield Site Inventory as a base.
- Provide the City with an updated Brownfield Site Inventory.
- Assist in determining site eligibility for environmental site assessment using Brownfield Assessment Grant funds through the EPA site eligibility checklist.

Task 2 Environmental Site Assessments (ESAs)

The first step in the ESA process will be to meet with the City to fully understand the desires and expectations for assessment of the priority sites, as well as additional eligible sites in the target area. Terracon will work with City officials and the BPT to obtain access agreements. Beginning the process of obtaining site access agreements for the brownfield sites will be a key component to efficient progress.

Project Approach

Phase I Environmental Site Assessments

The purpose of a Phase I ESA is to identify Recognized Environmental Conditions (RECs) that have the potential to impact the brownfields site. Terracon will conduct Phase I ESAs at designated brownfields sites in accordance with, American Society for Testing and Materials (ASTM) Standard E1527-21 and the EPA's All Appropriate Inquiries (AAI) Rule. Depending upon the age and use of the property, sampling for asbestos, lead, radon, or mold may also be recommended as part of the Phase I ESA. As needed, additional services can be added including; limited environmental compliance audits, property condition assessments, wetland delineation, and desktop surveys in accordance with EPA's federal crosscutting requirements. Desktop surveys can include reviews of the Clean Water Act, Endangered Species Act, National Historic Preservation Act, and others as applicable to each site. Terracon has staff available and dedicated to performing these assessments and compliance checks to ensure that the City's grant funds are appropriated accordingly.



Phase II Environmental Site Assessments

If a REC is identified in the Phase I ESA, a Phase II ESA is typically recommended. The Phase II ESA is designed to obtain additional information relative to potential contamination by collecting and analyzing samples of soil, water, air, and other materials. The scope of a Phase II ESA is site specific; however, based on the historic uses of the priority sites, Terracon expects to perform evaluations of potential impacts to onsite media (soil, groundwater, and air) from chlorinated solvents, PCBs, petroleum hydrocarbons, metals, asbestos containing materials, and/or lead-based paint.

Terracon will conduct Phase II ESAs and/or oversee subcontractors at designated sites in general accordance with a Site-Specific QAPPs, ASTM Standard E1903-19, and all applicable state and federal requirements. The specialized nature of brownfield technical environmental services often precludes many disadvantaged business enterprises (DBEs). In addition to DBE considerations made during sub-consultant selection, environmental drilling and laboratory analytical services are areas where the entrepreneurial spirit of small and disadvantaged businesses can readily participate. Although no longer required with a recent update on minority participation of federal funds, Terracon strives to integrate DBE partner firms to support small business enterprise.

Terracon has completed more than 4,000 Phase I ESAs in Texas over the past three years

Project Work Plan

Terracon will develop a generic QAPP in accordance with specific quality assurance and quality control (QA/QC) requirements as outlined in the EPA's current Cooperative Agreement for Brownfield Assessments and EPA Region 6's Instructions for the Preparation of QAPPs for EPA Brownfield-Funded Projects. Terracon has developed hundreds of Generic and Site-Specific QAPPs for our clients. The Generic QAPP will serve as the program's general QA/QC document for Phase I and II ESAs to be conducted and describes the process for producing analytical data of sufficient quality and quantity to accurately evaluate site conditions and meet data quality requirements in accordance with EPA standards.

The generic QAPP is supplemented by the Site-Specific QAPP (SSQAPP) Addenda and Health and Safety Plans (HASPs) for the individual sites where Phase II ESAs are proposed. Each document will be submitted to the EPA Project Officer for approval prior to the initiation of sampling activities.

Terracon will ensure that sub-consultants selected for performance of private utility locating, subsurface boring/drilling, and laboratory analysis activities operate in general accordance with TCEQ requirements as well as EPA Standard Operating Procedures. Terracon will be responsible for development of the generic QAPP document as well as supplemental SSQAPP addenda and HASPs, which will be provided to all sub-consultants for use and reference.

Terracon conducts a variety of assessments ranging from Phase I ESAs to extensive subsurface investigations. Our ability to provide the full range of assessment and investigation services is enhanced by our complete field service capability, as well as our diverse staff of professionals. We understand the goal of your grant is to complete 16 Phase I ESAs and 9 Phase II ESAs in an effort to spur redevelopment in the city, beginning with the priority sites. They include the priority sites discussed earlier.

Task 3 Remediation/Reuse Planning

The project aims to integrate assessment findings into cleanup and redevelopment plans, involving the client and the local community. The EPA Brownfields Program requires two planning levels for success: property-specific cleanup and community-wide redevelopment. Property-specific cleanup involves detailed planning for the remediation of individual contaminated properties, while community-wide redevelopment focuses on revitalizing entire neighborhoods or districts. Cleanup planning, which is strategic and holistic, significantly differs from technical remediation design, which involves detailed engineering and technical specifications for the cleanup process. This collaborative approach ensures that contaminated sites are not only cleaned up but also transformed into valuable community assets, fostering transparency and community engagement.

Project Approach

Cleanup planning does not involve the plans and specifications for a remediation contractor to actually bid or cleanup a property. Cleanup planning entails the feasibility and redevelopment phase necessary to set the stage for cleanup that best fits intelligent, sustainable, and profitable redevelopment of brownfields properties. When potential costs, obstacles, or restrictions are identified for a property or group of brownfields properties, more traditional planning can incorporate and address brownfields as a routine element in the redevelopment process. Our team believes that the cleanup strategy should start by incorporating property-level specificity at the earliest opportunities.

We will conduct and deliver up to four (4) ABCAs and a special section on Considerations for Redevelopment as part of Phase II Assessment reporting. Our evaluation will assess closure scenarios under the Site Remediation Program, considering costs, schedules, LEED™ Certification impacts, geotechnical factors, and redevelopment aspects. We will explain how environmental conditions affect redevelopment without technical jargon. Brownfields projects are unique in that the sensitivity is not just related to the potential impacts to human health and environments, but the transformation of an area that may have once held the identity of an entire community - in this case, the rich history of a deepwater port and chemical manufacturing that invigorated the community. Terracon understands the purpose of this project is the revitalization of abandoned and underutilized properties in the City. Key to successful redevelopment is working with a consultant that understands the state program(s) through which closures (e.g., No Further Action or Certificate of Completion letters) are obtained. Terracon has a long and successful history working within Texas risk-based corrective action programs.

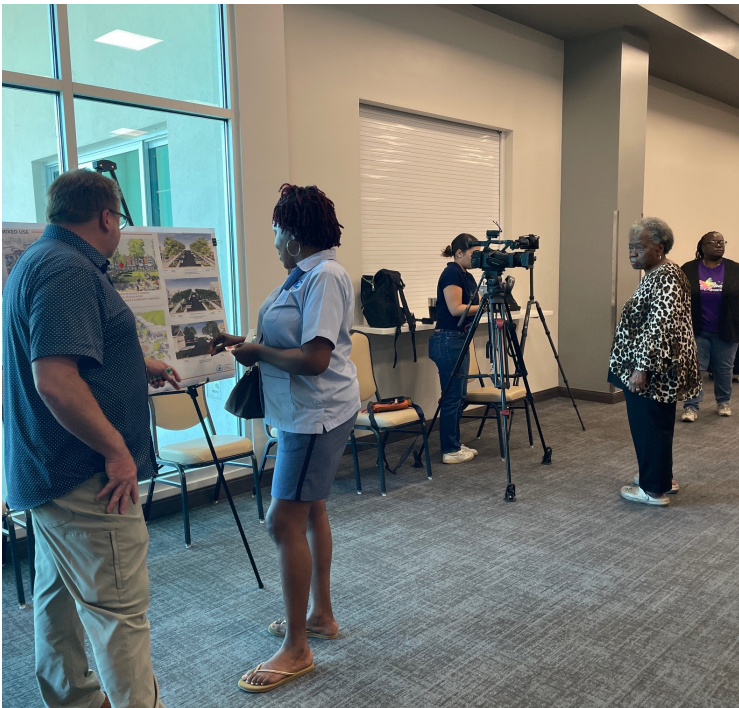
Redevelopment planning is a community-specific process requiring tailored strategies. Terracon collaborates with clients to develop a Brownfields cleanup strategy aligned with the community's vision and goals. This ensures each plan is unique and effective, addressing specific needs and opportunities. A key aspect is establishing a conceptual vision for the Brownfield project area post-evaluation and remediation. This vision, informed by current planning documents and community input, recommends land uses and enhances connections within neighborhoods, downtowns, and suburbs. Sustainable development and community involvement are integral. Incorporating sustainable practices ensures long-term viability and environmental health. Terracon will work with the City to hold two (2) community vision sessions, or charrettes, where residents and stakeholders can take part in the potential reuse planning. Active community engagement ensures the redevelopment meets local needs and expectations, fostering ownership and pride.

In addition to the standard outreach requirements of a Brownfield Program, unique to Terracon, we maintain a strong network of developers and corporations through our National Accounts Management Program that we collaborate with on a daily basis. As the needs of your community redevelopment are further defined through the Brownfield assessment process, we will reach out to our network through this program in the interests of identifying prospects for development opportunities in your Brownfields target area.

Terracon also employs a group of leading Cultural & Natural Resources professionals in our Texas offices, including Registered Professional Archaeologists with a thorough understanding of the requirements of state and federal agencies like the State Historic Preservation Offices (SHPO). Terracon also understands that Federal cross-cutting requirements (i.e., Section 106, the NHPA) are very important to consider prior to active remedy. We will work with SHPO to meet all necessary requirements.

Traditional Services and Strategic Planning for Brownfield Redevelopment

The final step in planning for redevelopment is the production of **Site** Reuse Assessments and a Brownfields Revitalization Plan to guide future redevelopment; however, the production of these is highly dependent upon the information gathered during the aforementioned tasks. Terracon has experienced internal resources and a highly capable external network of architects and planners to aid in the development of these documents. When the time comes, we will be prepared to meet this requirement.



City of Ocala Brownfields Grant, Reed Place Community Vision Session



Task 4 Programmatic Support

As the selected environmental consulting firm, Terracon will assist with the preparation and submittal of required grant administration documents on behalf of the City. Our administrative management approach includes distribution of regular performance monitoring status reports via email to your staff, EPA, and other interested parties. Regular updates greatly streamline the development of required quarterly and annual program reports. Terracon will also complete required reporting forms including annual financial reporting, EPA quarterly/annual status updates, and all grant closeout requirements. (Minority Business Enterprise/Women's Business Enterprise [MBE/WBE] participation previously included in the grant application has been removed by EPA as a reporting requirement).

Our staff will assist with all grant requirements including Work Plan edits during the grant period, completion of necessary edits during the grant period, as well as EPA-required annual projections to estimate the number of Phase I and II ESAs expected to be completed each year. In addition, we complete ACRES database entries, and prepare quarterly reports. Terracon will tailor our services to meet your needs and ensure that the grant is administered as required by the EPA.

Terracon will provide assistance in managing the overall grant schedule including meeting EPA-required milestones and maintaining individual project schedules and budgets for assessment and cleanup planning activities. We will also provide a budget tracking template based on your grant task budgets to assist in managing and tracking the City's grant budgets. Terracon's invoices will reflect grant funding tasks to promote a seamless process to track the federal grant funds. At the completion of the grant, EPA requires the closeout process to be completed within 90 days of the end of the grant period. Terracon will assist with the completion of the grant closeout summary/report including closeout forms for review and signature by the City. Per EPA requirements, the following information will be provided:

- Financial Analysis of Grant (SF-425 Form)
- Final Report which includes a summary of outputs/ achievements of the grant funds
- Final Grant Budget
- List of all sites assessed/cleaned up using funds
- All activities performed using grant funds
- All assessment activities uploaded in the
- EPA-Required Property Reporting, ACRES
- Final MBE/WBE Report (5700-52 Form) (recently removed)

Replacing a previous requirement of EPA (Property Profile Forms), Terracon staff has been trained on the ACRES since its inception. Our staff is experienced in routine entry of property data and progress. Upon award of contract, all Terracon data entry staff and managers of this proposed team will have undergone refresher training. Terracon technical reports and invoicing are broken out and identified by the ACRES 'tab number' for each property for clarity and to better accommodate grantee's ACRES reporting.

The screenshot displays the ACRES web application interface. At the top, there is a navigation bar with the ACRES logo and links for Quick Start, Work Packages, Reports, and My Account. Below the navigation bar, a welcome message reads "Welcome, Becky Horace". The main content area is divided into three columns:

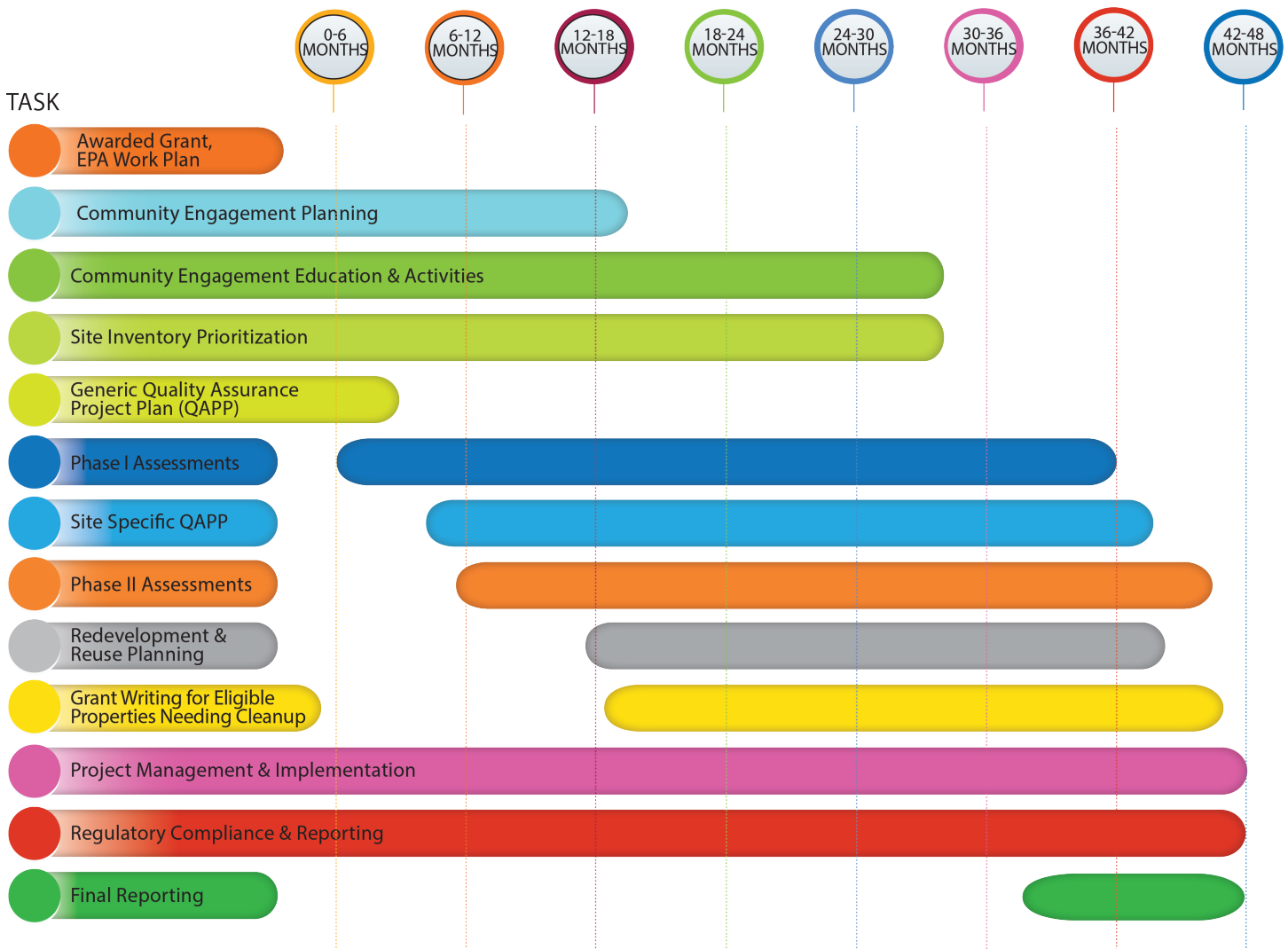
- WHERE DO I START?**
 - + [Add a new property](#)
 - + [Add a CA to my account](#)
 - [Edit an existing property](#)
- WORK PACKAGES**
 - [1 Open Work Packages](#)
 - Actions for Me**
 - Actions for PO**
- QUARTERLY REPORTS**
 - [4 Open Quarterly Reports](#)
 - Due 07/30/2025 (89 days)**
 - Actions for Me**
 - 4 reports in progress
 - Actions for PO**
 - 5 reports in review
 - 5 reports submitted
 - View all: [Manage my Quarterly Reports](#)**

At the bottom of each column, there are small links for help: "What is a CA and a property?", "What is a work package?", and "When should I submit a Quarterly Report?".

Project Schedule

Terracon tailors each Brownfield project to our client and their community to provide services that will have a meaningful impact to your community. After our initial meeting with City and community leaders, we will confirm the timeline below is suitable to meet your needs, your goals, and the requirements of EPA. At this time we will also confirm the preferred method of communication (e.g., email, phone calls, in-person meetings, etc.). Typically, a combination method of communication is most effective for these type of grants.

Ms. Jessica Kemp will serve as the Contract Manager and the person responsible to assure the time schedule will be met. Jessica will also serve as the direct point of contact for the Terracon team and will maintain communication in various methods based on your needs and preference.





City of Forth Worth EPA Brownfields Grants

Fort Worth, Texas

Terracon assisted the City of Ft. Worth in preparing an EPA Brownfield Assessment Grant Application (FY20) for the Southside target area. Upon award from the EPA, the City selected Terracon as the City's Brownfields consultant to provide services in support of this \$300,000 grant. Terracon assisted the City in preparing an EPA Brownfield Cleanup Grant Application (FY23) for the Fort Worth Convention Center. Upon award, the City selected Terracon as the Brownfields consultant to provide services in support of this \$1,000,000 grant. Terracon assisted the City in preparing an EPA Brownfield Assessment Grant Application (FY24). Upon award from EPA, the City selected Terracon as the City's Brownfields consultant to provide services in support of this \$500,000 grant.

Client:

Mr. Dan Miracle
Brownfields Program Coordinator
200 Texas Street
Fort Worth, TX 76102-6314
Phone: (817) 392-5146
Email: daniel.miracle@fortworthtexas.gov

Date:

Start Date: 10/1/2020
Completion Date: Ongoing

Relevant Experience to Freeport

- Grant Writing Services
- EPA Work Plan
- Community Involvement Plan
- Programmatic Support & Reporting
- Site Inventory
- Site Eligibility Approval
- Community Outreach
- Phase I ESA
- Phase II ESA
- QAPP
- SSAP
- ABCA
- Cleanup Planning
- Cleanup Oversight
- QAPP
- Asbestos & Lead-Based Paint Surveys
- Brownfield Revitalization Plan

The scope of services for the Assessment projects consists of programmatic support, including ACRES database reporting, quarterly and annual reporting, EPA policies and procedures, progress meetings, financial coordination, and closeout reporting. Additional program support includes community outreach and assisting the City in reviewing, prioritizing, and selecting their properties for their brownfield inventory. Once sites are identified, Terracon performs Phase I and Phase II Environmental Site Assessments (ESA), oversight of sub-consultants, Quality Assurance Project Plans (QAPPs) and reuse/remediation cleanup plans as needed. Through the hazardous substances and petroleum grant funds, Terracon conducts Phase I and Phase II ESA, with those activities being completed in accordance with the ASTM All Appropriate Inquiry (AAI) requirements to identify recognized environmental conditions that may hinder the proposed acquisition and redevelopment of sites.

During the FY20 Assessment, Terracon developed a Generic QAPP and Site-Specific Sampling and Analysis Plans (SSAP) for projects requiring Phase II assessment. Terracon performed twenty-one (21) Phase I ESAs and five (5) Phase II ESAs. During the FY24 Assessment, Terracon has completed two (2) Phase I ESAs to date.

The scope of services for the FY23 Cleanup grant includes programmatic support, including ACRES database reporting, quarterly and annual reporting, EPA policies and procedures, progress meetings, financial coordination, and closeout reporting. Terracon assists in cleanup planning by finalizing the Analysis of Brownfield Cleanup Alternatives (ABCA) and preparing the QAPP. Terracon will oversee the asbestos abatement of the Fort Worth Convention Center when the City is ready to proceed with remodeling and demolition.

Terracon played an integral role in assisting the City with its grant-required community outreach activities by engaging the community through outreach meetings and creating a Community Involvement Plan.

**Client:**

Leslie Bruce
 Railroad Commission of Texas
 1701 North Congress Avenue, Austin,
 Texas 78701
 512-463-6823
 leslie.bruce@rrc.texas.gov

Date:

Start Date: 2022
 Completion Date: 2022

Relevant Experience to Freeport

- Contaminated site
- QAPP Preparation
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment (LSI)
- RRC Brownfields Program

RRC Brownfield Program - Dickinson ISD Limited Site Investigation of 16.8 Acres

Dickinson, TX

Terracon performed a supplemental Limited Site Investigation (LSI) for a 16.8-acre tract of undeveloped land in the northwest quadrant of FM 517 and FM 3436 in Dickinson.

Terracon previously performed a Phase I Environmental Site Assessment (ESA) for the site in 2021, identifying recognized environmental conditions (RECs), including two on-site oil wells and several plugged or active wells in the immediate vicinity of the site. Terracon also conducted a Phase II ESA for the site in 2022, identifying groundwater impacted by oil/gas activities with TPH, barium, and elevated concentrations of chloride. Results indicated the need for additional soil testing and groundwater assessments using permanent monitor wells.

The scope of work for the LSI included:

- Preparation of a Sample Analysis Plan in accordance with Brownfields Response Program Generic Quality Assurance Project Plan for submittal to US EPA.
- Clearing of land to clear areas for geophysical survey and to access to proposed boring/sampling areas.
- Installation and sampling of five permanent monitor wells and eight shallow soil borings.
- Collection of soil and groundwater samples from borings to analyze for total petroleum hydrocarbons (TPH) using TCEQ Method 1005; benzene, toluene, ethylbenzene, and xylenes (BTEX) using EPA 8260, Resource Conservation and Recovery Act (RCRA) metals using EPA methods 6020/7470/7471, and Chloride using EPA method 300.

Based on findings, Terracon determined soils adjacent to potential RECs were not impacted by potential chemical releases. Terracon staff plugged and abandoned seven existing monitor wells to protect current and future operators of the site from inadvertently using the wells for unintended uses.

**Client:**

Shirley Branham
625 Murray Street
Alexandria, LA 71301
Community Development Department
(318) 449-5070
Shirley.Branham@cityofalex.com

Date:

Start Date: 2020
Completion Date: Ongoing

Relevant Experience to Freeport

- Redevelopment and revitalization of brownfield sites
- Community Outreach
- Areawide Planning
- Contaminated site
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment (LSI)
- Regulated Building Materials

City of Alexandria Brownfields Assessment Grants

Alexandria, LA

Terracon assisted the City of Alexandria in preparing an EPA Brownfield Assessment Grant Application (FY20) for the Old Town target area and was selected as the City's Brownfields consultant to provide services in support of this \$300,000 grant. Upon completion of site assessments under the FY20 Assessment grant, Terracon assisted the City of Alexandria with an EPA Brownfield Assessment Grant Application (FY23). Additionally, Terracon assisted the City of Alexandria in preparing an EPA Brownfield Cleanup Grant for the former Rush's Cleaners. Upon receiving the assessment grant, Terracon was selected as the City's Brownfields consultant to provide services in support of the \$500,000 Assessment grant and will provide services in support of the cleanup grant if awarded.

Terracon, along with our team of subconsultants consisting of a planner, market analyst, and branding professional, prepared a Brownfields Revitalization Masterplan. The scope included incorporating multiple Brownfield sites within the Target Area into a Masterplan focusing on redevelopment following a carefully constructed planning process. The process included a multi-day, boots on the ground planning session that consisted of roundtable meetings and presentations with property owners, citizens, and elected and appointed officials. These public meetings were led by Terracon and were critical in the process of preparing the plan, as well as obtaining buy-in and support from the community. The planning process was divided into three principal areas; information gathering and background analysis, a community masterplan workshop including leakage analysis and plan development with illustrative and branding development, and implementation guidance that included a strategy board implementation matrix, and a summary presentation.

Terracon performed Phase I ESAs, Phase II ESA's, asbestos containing materials (ACM) and lead paint surveys on properties of interest, as selected by the City.

**Client:**

Sarah Stubblefield
 101 W Abram Street
 MS 01-0220
 Arlington, TX 76004-3231
 Brownfields Program Manager
 (817) 459-6592
sarah.stubblefield@arlingtontx.gov

Date:

Start Date: 2013
 Completion Date: 2017

Relevant Experience to Freeport

- Redevelopment and revitalization of brownfield sites
- Contaminated sites
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments (LSIs)
- Regulated Building Materials

City of Arlington Brownfields Assessment Grants

Arlington, TX

In September 2013, the City of Arlington approved a third Professional Services Agreement with Terracon to provide Environmental Assessment Services associated with the two new \$200,000 EPA Brownfields Grants awarded to the City of Arlington.

Environmental services included Phase I and Phase II environmental investigations, regulatory compliance, MSD consulting, asbestos surveys, Quality Assurance Project Plans, VCP and LPST Program closures, interaction with the EPA and Texas Commission on Environmental Quality and maintaining the EPA Assessment Cleanup and Redevelopment Exchange System (ACRES) database and the City of Arlington Brownfields database.

As part of the Brownfields Program, Terracon completed 21 Phase I ESAs, 14 Phase II ESAs, and 9 asbestos surveys under the Professional Services Contract, along with assisting the City of Arlington in Brownfields grant administration, which included quarterly reporting, ACRES reporting, and completing MBE/WBE and Financial forms. The majority of the projects have been focused on revitalization of the central area of the city.

**Client:**

Doug Janeway
 825 West Irving Blvd
 Irving, TX 75060
 Intergovernmental Services & Public
 Works
 (972) 721-2790
djaneway@cityofirving.org

Date:

Start Date: 2013
 Completion Date: 2017

Relevant Experience to Freeport

- Redevelopment and revitalization of brownfield sites
- Contaminated sites
- Phase II Environmental Site Assessments (LSIs)
- Regulated Building Materials

City of Irving Brownfields Assessment and Grant Administration

Irving, TX

As part of the Environmental Services Contract, Terracon has also assisted the City of Irving in Brownfields grant administration and Brownfields assessments. Terracon began working with the City of Irving on their Hazardous Substance and Petroleum Brownfields Assessment Grants in 2013.

To date, Terracon has completed a total of 20 projects under the Brownfields Assessment Grants including 3 extensive Phase II site investigations, 10 asbestos demolition surveys, two monitoring well plugging and abandonment projects, one hydraulic lift removal, one VCP application, one MSD application, one Response Action Plan (RAP) and one Response Action Completion Report (RACR).

The majority of the projects have been focused the City of Irving's Heritage Crossing District and the Irving Boulevard (Highway 356) corridor to aid in revitalization of this central area of the city. Projects have also occurred in historically industrial areas, to assist with potential large-scale mixed-use redevelopment.

3

Qualifications and Availability of the Specific Individuals

Number of Additional
Environmental Staff in Southeast Texas

60+

Number of Additional
Brownfields Staff Nationwide

135+



Belinda Richard, E.P.
Regulatory Liaison



Jessica Kemp
Project Manager



Lem Dial
QA Manager



Jessica Kemp
Phase I ESA Lead



Arun Neupane
Phase II ESA Lead



Prasad Rajulu, P.E.
Remediation



Kevin Maloney
Regulated Building Materials



Becky Horace
Community Engagement



Dave Harris
Brownfields Planning



Blake Harvey
Phase I ESA Support



Evan Sitler, P.G.
Phase II ESA Support



Aaron Dominguez
Regulated Building Materials

Availability

The Terracon team is ready and available to complete the work under this contract in the necessary implementation schedule required of the grant. We are available to attend meetings as required by the Scope of Work. A detailed overview of our proposed schedule can be found on page 16. The table shows the duration of various tasks and we are confident we will meet these time-frames.

The reason we are so confident is because of our bench-strength in staffing resources of our local team. The robust team showcased in this Section is embedded in a larger full-service team of 60+ environmental professionals stationed across Southeast Texas. This larger team regularly coordinates to meet fluctuating demands of both short turn around and long-term projects. This in addition to our regional and national brownfields experts. Along with our depth of over 135 brownfield experienced staff nationwide, you will not experience delays based on our availability. We are ready and able to implement your brownfields project.



 14 YRS

Jessica Kemp

Point of Contact | Phase I ESA Lead

Ms. Kemp serves as the Environmental Site Assessment (ESA) Manager in Terracon's Houston, Texas office. She is responsible for coordinating ESAs, client communications, and project management for the Houston area. Ms. Kemp is a designated Environmental Professional (as defined by the AAI Final Rule/ASTM E 1527-13). As a result of her experience, Ms. Kemp has acquired a strong understanding of facility operating systems and is proficient in many environmental services, including ESAs and asbestos consulting. Ms. Kemp has performed and managed hundreds of ESAs for industrial, commercial, and residential properties throughout the Houston and the surrounding area.

Education:

B.S., Geography (Environmental and Resource Studies), Texas State University, 2011

Professional Training:

- TDSHS Asbestos Inspector, License No. 603563



 20 YRS

Zack "Lem" Dial

Quality Assurance Manager

Mr. Lem Dial, P.E. is the Brownfields Manager for Terracon's Central Operating Group, which includes approximately 80 offices. Lem is responsible for the execution of Brownfields projects including federal, state, and private development. He also provides direction and leads efforts with COG office personnel to collaborate with communities to garner interest in the federal Brownfields program and establish priorities in support of redevelopment. With nearly 20 years of experience, Mr. Dial is an experienced environmental services professional, having performed various environmental engineering, environmental permitting, remediation, risk-based assessments, and consulting services. These services have included the completion of Phase I and Phase II Environmental Site Assessments (ESA), QAPP's, ABCA's, revitalization plans, asbestos and lead surveys, underground storage tank (UST) site assessment, monitoring, and remediation.

Education:

B.S., Environmental Engineering, Louisiana State University, 2005

Certifications:

- Professional Engineer: LA (34872) 2009
- Professional Engineer: MS (21326) 2011
- EPA Region 6 Quality Assurance Training Certificate



 24 YRS

Belinda Richard, E.P.

Project Executive/Senior Principal

Belinda oversees Terracon's National Brownfields Program and has provided **Brownfields Program Management on over 85 Brownfields grant programs totaling over \$65 million in EPA grant funding** including assessment, cleanup and revolving loan fund (RLF) programs. Her experience includes grant development, project management, grant compliance and reporting, community outreach, QAPPs, budget management, inventories, environmental site assessments, remedial planning, grant closeouts, cleanup oversight, and leveraging State Brownfields incentives.

Education:

B.S., Environmental Engineering, University of Florida, Gainesville, FL
A.A., Central Florida Community College, Ocala, FL

Certifications:

- Qualified Environmental Professional
- 40-hour HAZWOPER and 8-hour Site Supervisor Training, University of South Florida
- 8-hour HAZWOPER OSHA certification renewal(s)
- HAZCOM Certification



 12 YRS

Becky Horace, MPA

Grants Manager/Community Outreach and Administration

Becky coordinates grant writing for the Brownfields Program and is responsible for Assessment, Cleanup, Multipurpose, and Revolving Loan Fund Grant applications. She develops strategies focused on redevelopment within communities using federal and state grant opportunities. Becky has assisted communities throughout the country in obtaining over \$48 million dollars in grant funding focusing on community redevelopments. She also provides support on programmatic reporting and community outreach. **Additionally, she helped author the grant for the City, demonstrating her expertise and commitment to local revitalization efforts.**

Education:

Master of Public Administration, Clemson University, Clemson, SC

B.S., Business Management & Financial Planning, Winthrop University, Rock Hill, SC

Presentations/Published Articles

"Cultivating Community Change and Growth via Brownfields Redevelopment" Revitalization News, October 2018.

"Brownfields: Sowing Seeds of Change" Delivering Success, July 2018.



 8 YRS

Blake Harvey

Phase I ESA Support

Mr. Harvey is a Staff Scientist in Terracon's Houston, Texas office. His responsibilities include performing Phase I Environmental Site Assessments (ESAs) for undeveloped, commercial, and industrial facilities. This practice involves reviewing and interpreting historical data sources including aerial photographs, topographic maps, Sanborn fire insurance maps, regulatory database reports, and historical city directories as well as conducting site reconnaissance operations and interviews of related parties to identify environmental concerns.

Education:

B.S., Water Resource Studies, Texas State University, 2017



20 YRS

Arun Neupane

Phase II ESA Lead

Mr. Neupane is a project scientist in Terracon's Houston, Texas office. He has 17 years of experience in environmental site investigation and corrective action consulting. Mr. Neupane has completed many Phase II Environmental Site Assessments, risk-based assessments, and Corrective Action/Remediation projects ranging from simple (presence-absence determinations) to complex, multi-year responses. He has also provided environmental compliance consulting to over 80 small to medium businesses. Services included stormwater inspections, sampling and audits, SWPPP plans, Tier II reporting, and need assessments in SPCC, air permit, TRI reporting, and hazardous waste classification.

Education:

Master of Science, Resource Development,
2003, Michigan State University

Bachelor of Applied Science, Systems
Agriculture, 1995, University of Western Sydney,
Australia

Registrations/Certifications

- OSHA 40-Hour HAZWOPER
- Certified NORM Surveyor (NORM Solutions)



8 YRS

Evan Sitler, P.G.

Phase II ESA Support

Evan Sitler is licensed Professional Geologist in the State of Texas with 8 years of experience in environmental services and demonstrated working knowledge of environmental consulting, remediation design/application, due diligence, environmental compliance, and geotechnical investigations for risk mitigation and development. Mr. Sitler has a strong technical portfolio of digital approaches to solve complex subsurface issues.

Education:

B.S., Geology, 2015, Sam Houston State
University

Registrations/Certifications

- Professional Geologist: TX #15182
- Licensed Asbestos Inspector, Texas #60-3566
- HAZWOPER 40hr Certified
- GSI Environmental TRRP Training



28 YRS

Prasad Rajulu, P.E.

Brownfield Remediation

Mr. Rajulu has 28 years of experience in environmental services and serves as the Site Investigation/Corrective Action Group Manager in Terracon's Houston office. He has performed Phase I Environmental Site Assessments, Phase II Subsurface Investigations, Pre-dredge Evaluation at Port and Ship Channels, Oilfield Environmental Assessments with NORM Surveys, Baseline Property Condition Assessment Studies, NEPA Assessments for FCC regulated facilities, Underground Storage Tanks Removal, and remediation of impacted soil and groundwater. Mr. Rajulu has managed projects related to site characterization, risk-based assessment, corrective action assessment, and remedial action.

Education:

Master of Science, Chemical Engineering, 1996,
Texas A&M University (Kingsville)

B.S., Chemical Engineering, 1993, Annamalai
University, India

Registrations/Certifications

- Texas PE No. 100285
- FERC-Post Certificate Environmental Training Seminar
- FERC-Environmental Report Preparation Seminar



 30 YRS

Kevin Maloney

Regulated Building Materials

Mr. Maloney has 30 years of experience in environmental services, and currently serves as the Asbestos/Indoor Air Quality (IAQ) Manager and a Senior Scientist in Terracon's Environmental Services Department. He is responsible for project management and technical supervision of asbestos and mold related services, including writing technical specifications, designing O&M plans, project data collection, and report and proposal preparation.

Education:

B.S., Physical and Applied Geography,
Environmental Studies Concentration, 1990,
Texas State University

Registrations/Certifications

- Mold Assessment Consultant TDLR No. MAC0271
- Individual Asbestos Consultant TDSHS No. 10-5547
- EPA Asbestos Accreditations
- NIOSH 582
- Building Owner/Manager IAQ Lead Inspector TDSHS No. 2060727
- Lead Risk Assessor, EPA and TDSHS Certification, TDSHS No. 2071209
- OSHA: 40-Hour HAZWOPER; 510 - Occupational Safety and Health Standards for Construction; 500 - Trainer Course in OSHA Standards for Construction; 3115 - Fall Protection



 20 YRS

Aaron Dominguez

Regulated Building Materials

Mr. Dominguez has over 19 years of experience in environmental services and currently serves as an Asbestos Project Manager. He has worked in a number of environmental service lines during his tenure at Terracon. His current responsibilities include managing asbestos surveys and other asbestos consulting projects. He works with Terracon's field personnel to complete on time and on budget industrial hygiene projects. He also provides surveys for indoor air quality, mold and lead-based paint in addition to renovation/reconstruction asbestos surveys, path-of-construction surveys, and asbestos surveys for building demolition.

Education:

Associate Degree of Science, 2009, Houston Community College

Registrations/Certifications

- Mold Assessment Consultant, TDLR No. MAC1959
- Lead Risk Assessor, EPA and TDSHS Certification, TDSHS No. 2071212
- Texas Department of State Health Services, Asbestos Inspector #603392
- EPA Asbestos Accreditation: Project Designer, Management Planner, Inspector
- Asbestos Air Monitoring with Field Analysis, TDSHS
- NIOSH 582
- 40-Hour OSHA HAZWOPER



 30 YRS

Dave Harris, PLA, ASLA

Principal Planner/Landscape Architect

David has extensive experience in planning and landscape architecture. He leads projects from concept to construction, specializing in downtown redevelopment, civic spaces, and sustainable design. David has international experience and collaborates on brownfields planning, historic landscape architecture. **His expertise will be instrumental in contributing to the City, enhancing your living, working, and recreational spaces.**

Education:

Bachelor of Landscape Architecture,
Utah State University

Registrations/Certifications

- Registered Landscape Architect: Arizona (37516); Utah (8852864-5301)

4 Project Costs

Terracon is providing the fee estimates for the four tasks outlined in the Freeport Brownfields Program RFP. These estimated fees have been developed based on our experience with conducting Brownfields services of a similar nature and our understanding of the City's requirements and output goals.

While we have made a good faith effort to estimate the costs to provide these services, it should be noted that we assume budgets for tasks will be negotiated on an individual basis if we are awarded this contract. With our depth of experience in the Brownfields Program, the funds from your grant will be maximized as we have no learning curve. From our inhouse services, team of experts, and ability to perform tasks concurrently, we maximize efficiencies of your funding and are your partner in every aspect of your Brownfields Program.

Our experience has also shown that there is a cost benefit to the grantee based on how the tasks are invoiced. Some are typically invoiced on a Time and Materials (T&M) basis and others on a Lump Sum (LS) basis, unless otherwise required by the City. The table below indicates both proposed costs and which tasks are recommended for T&M and LS. For each T&M task, descriptions are provided regarding project charges to assist with your budget tracking. The following are our estimates, which are consistent with your scope of services for the activities required to successfully complete the brownfield funded project.

TASK		Low Range	High Range	Estimated Maximum
Task 1: Outreach & Inventory				
Community Involvement Plan	LS			\$3,000
Website, Outreach Brochure/Handouts, Social Media Posts	LS			\$2,200
Community Education and Meetings (7 assumed)	T&M			\$7,000
Programmatic Support - ACRES Reporting, Quarterly/Annual Financial Reporting, Quarterly/Annual Status Updates	T&M			\$8,000
Task 1 Total (Estimated Contractual Budget): \$20,200				
Task 2: Assessment				
Brownfield Site Inventory and Evaluation Ranking Tool	LS			\$8,000
Phase I ESA (16 assumed)	LS	\$3,000	\$4,000	\$56,000*
Phase II ESA including SSQAPP (9 assumed)	LS	\$15,500	\$28,500	\$189,000*
Task 2 Total (Estimated Contractual Budget): \$250,000				
Task 3: Remediation/Reuse Planning				
Vision Sessions (2 assumed)	LS	\$1,800	\$2,500	\$5,000*
ABCA (4 assumed)	LS	\$4,000	\$7,500	\$22,000*
Site Reuse Assessment (2 assumed)	LS	\$20,000	\$25,000	\$50,000*
Market Study	LS			\$10,000
Brownfield Revitalization Plan	LS			\$75,000*
Task 3 Total (Estimated Contractual Budget): \$162,000				
Task 4: Programmatic Support				
Programmatic Support - ACRES Reporting, Quarterly/Annual Financial Reporting, Quarterly/Annual Status Updates	T&M			\$20,000*
Task 4 Total (Estimated Contractual Budget): \$20,000				
Grand Total of all 4 Tasks (Estimated Maximum Contractual Budget) \$452,200**				
**Our proposed project budget is nearly \$48,000 below the grant application budget of \$500,000. This cost savings will enable additional work to be allocated to grant tasks such as additional assessments or outreach and planning activities. A portion of the cost savings can also be utilized by the City to offset city administrative tasks if desired. Terracon can assist the City with this decision as part of our programmatic support.				

* Total budgets calculated at average price and will be negotiated per project assignment.

Note: Additional in-house services such as asbestos, lead based paint or wetland surveys for ESAs are not included in the pricing above. The type and scope of additional services will be developed on a site-by-site basis to determine the most efficient level of effort to meet the regulatory requirements. Variations in pricing of assessments are based on size and complexity of each project site.

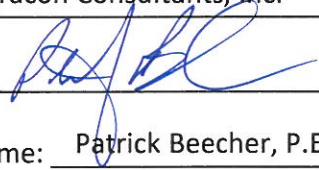
CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on April 10, 2025.

Firm: Terracon Consultants, Inc. TIN: 42-1249917

Signed By:  Date: May 14, 2025

Printed Name: Patrick Beecher, P.E. Title: Senior Principal

Phone #: 713-690-8989 Fax #: 713-690-8787

Email: patrick.beecher@terracon.com Website: www.terracon.com

Mailing Address: 11555 Clay Road, Ste. 100, Houston, Texas 77043

Delivery Address: 11555 Clay Road, Ste. 100, Houston, Texas 77043

END OF REQUEST



TERRACON CONSULTANTS INC

Unique Entity ID H2UNP1EPKE86	CAGE / NCAGE 1FXM9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 26, 2026	
Physical Address 11555 Clay RD STE 100 Houston, Texas 77043-1239 United States	Mailing Address 11555 Clay RD STE 100 Houston, Texas 77043-1239 United States	

Business Information

Doing Business as H C NUTTING	Division Name (blank)	Division Number (blank)
Congressional District Texas 38	State / Country of Incorporation Delaware / United States	URL www.terracon.com

Registration Dates

Activation Date Feb 28, 2025	Submission Date Feb 26, 2025	Initial Registration Date Jul 12, 2010
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Entity Dates

Entity Start Date Apr 22, 1965	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 7ELA3	Legal Business Name TSVC, INC.
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Highest Level Owner

CAGE 7E5X8	Legal Business Name T T COMPANIES INC
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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.gov) 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 displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1FXM9

Points of Contact

Electronic Business

 Monica J Curls, Manager of Government Compliance	10841 S Ridgeview RD Olathe, Kansas 66061 United States
Allison Quinly, Federal Contracts Administrator	10841 S Ridgeview RD Olathe, Kansas 66061 United States

Government Business

 Monica J Curls, Manager of Government Compliance	10841 S Ridgeview RD Olathe, Kansas 66061 United States
Allison K Quinly, Federal Contracts Administrator	18001 W 106TH Terrace Suite 300 Olathe, Kansas 66061 United States

Past Performance

 Monica J Curls, Manager of Government Compliance	18001 W. 106TH ST. Olathe, Kansas 66061 United States
Todd Swoboda, Office Manager	11555 Clay Road Suite 100 Houston, Texas 77043 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541350	Building Inspection Services
	541360	Geophysical Surveying And Mapping Services
	541380	Testing Laboratories And Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	561210	Facilities Support Services
	561990	All Other Support Services
	562910	Remediation Services
	611430	Professional And Management Development Training
	712120	Historical Sites
	924110	Administration Of Air And Water Resource And Solid Waste Management Programs

924120

Administration Of Conservation Programs

Disaster Response

This entity does not appear in the disaster response registry.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Terracon Consultants, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. PO Box 959673 6 City, state, and ZIP code St. Louis, MO 63195-9673 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	2	-	1	2	4	9	9	1 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/16/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

Terracon Consultants, 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.

N/A

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

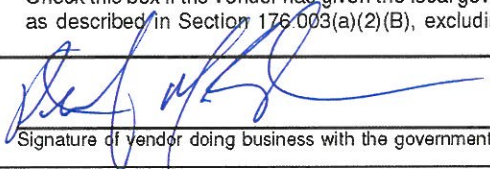
☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

May 14, 2025

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



Signature of Contractor's Authorized Official

Patrick Beecher, P.E., Senior Principal

Printed Name and Title of Contractor's Authorized Official

May 14, 2025

Date



CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

3/17/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: Allied World Assurance Company (U.S.) Inc.	19489	INSURER C: The Travelers Indemnity Company	25658	INSURER D: The Travelers Indemnity Company of America	25666	INSURER E: Lloyds of London		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 13881552 **REVISION NUMBER:** XXXXXXXX

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	ADDITIONAL INSURED	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	N	N		TC2J-GLSA-9P529930	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
A	X	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N		TC2J-CAP-131J3858	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N		CUP-4W208814	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		CONTRACTORS POLLUTION LIAB	N	N		0312-6506	4/1/2025	4/1/2027	\$10,000,000 EACH OCCURRENCE/AGGREGATE
E		PROFESSIONAL LIABILITY	N	N		LDUSA2505180	4/1/2025	4/1/2026	\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER 13881552 SPECIMEN	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:
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

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

Terracon Consultants, Inc.
Houston, TX United States

Certificate Number:
2025-1307736

Date Filed:
05/10/2025

Date Acknowledged:

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

City of Freeport

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.

RFP #2025-06

Environmental services for the Freeport Brownfields program under the Brownfields Community Wide Assessment Grant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sander, Jason	Cincinnati, OH United States	X	
	Roberts, Jeffrey	Houston, TX United States	X	
	Packer, Gayle	Olathe, KS United States	X	
	Kephart, Jason	Olathe, KS United States	X	
	Anderson, William	Savannah, GA United States	X	
	Anderson, Timothy	Phoenix, AZ United States	X	

5 Check only if there is NO Interested Party.

☐

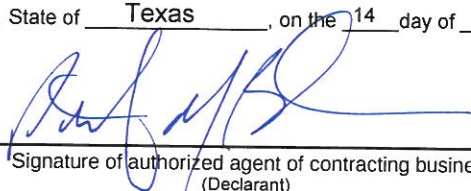
6 UNSWORN DECLARATION

My name is Patrick Beecher, P.E., and my date of birth is August 6, 1974.

My address is 12735 Robins Crest Drive, Tomball, TX, 77377, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 14 day of May, 20 25.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

None-- Terracon intends to handle the entire scope of work in-house.



City Council Agenda Item #[3.F]

Title: Consideration and possible action approving Resolution 2025-2928 amending the City of Freeport Master Fee Schedule for miscellaneous water-related fees.

Date: June 2, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approval of the Resolution.

Item Summary: This item would amend the Master Fee Schedule for the City to adjust two items and add three new fees. Currently, the City charges a \$25.00 returned check fee and a \$10 flat rate late fee.

The proposed changes would increase the returned check fee to \$30.00 and change the late fee to be 10% of the balance owed or \$10.00, whichever is greater. This would help bring the City in line with other neighboring cities and the rates that are charged. The City hopes to deter the potential of returned checks by slightly increasing the fee. Changing the late fee will generate more revenue for the City by using the balance owed to determine the fee.

Additionally, the staff recommend the introduction of three new fees with regard to tampering. This would allow the City to charge customers a nominal fee for instances such as turning their meter back on following a disconnection for non-payment. The fee for this would be a flat rate of \$100.00. Should the customer damage the meter box, the fee would be \$150.00. Should the customer damage the meter, the customer would be charged the full replacement cost. We now have the capability to see meter usage on disconnected meters to know when customers have turned it back on themselves. Currently, we have no additional penalties in place to protect ourselves from those scenarios or to discourage those actions. Staff believe this is best practice to protect the City's recent investment in all new smart meters.

Background Information: The Finance Department has been working very hard to implement better practices in every area. We feel these adjustments in fees and the additional fees will better align the City in protecting its investments going forward.

Special Considerations: N/A

Financial Impact: Implementing the new rates will generate more revenue for the City.

Board or 3rd Party Recommendation: N/A



Supporting Documentation:

1. Resolution - Master Fee Amendment
2. Water Master Fee Updates 2025

RESOLUTION NO. 2025-2928

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AMENDING THE MASTER FEE SCHEDULE FOR ASSESSING RATES AND FEES AND CHARGES FOR SERVICES PROVIDED BY CITY DEPARTMENTS, USE OF CITY PROPERTY, AND PURCHASE CERTAIN GOODS PROVIDED BY THE CITY; SPECIFICALLY SETTING FEES FOR WATER AND SEWER TAPS AND WATER SERVICE CUT-ON AND CUT-OFF FEES; AUTHORIZING THE CITY CLERK TO MAINTAIN THE MASTER FEE SCHEDULE AND RECOMMEND ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.

WHEREAS, the City Council of the City of Freeport, Texas (“City”) seeks to provide for reasonable fees and charges for services provided by City departments use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public’s behalf without unduly relying on taxes; and

WHEREAS, the City Council finds that the Code of Ordinances of the City of Freeport, Texas (“Code”) contains rates and fees throughout the Code and desires to consolidate all City rates and fees to provide a single and convenient location for a list of all rates and fees charged by the City through a Master Rate Schedule; and

WHEREAS, by Ordinance the City Council of the City authorized the establishment and maintenance of a Master Fee Schedule; a

WHEREAS, the City Council has determined that the public welfare would be best served by maintaining and amending water and sewer tap and water service cut-on and cut-of fees in the Master Fee Schedule;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION 1. FEES. Pursuant to the provisions of its Code of Ordinances, the City Council of the City hereby amends the Master Fee Schedule with the rates and fees hereto as Exhibit “A”.

SECTION 2. EFFECTIVE DATE. This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2025.

ATTEST:

APPROVED:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Jerry Cain, Mayor
City of Freeport, Texas

APPROVED AS TO FORM ONLY

Olson & Olson, City Attorney
City of Freeport, Texas

City of Freeport Master Fee Schedule

Sewer and Water Department

Description

Fee

SEWER SERVICES		
SINGLE-FAMILY RESIDENCES & MULTI-FAMILY RESIDENCES		
0 TO 2,000 GALLONS	\$14.03	BASE FEE
3,000 TO 12,000 GALLONS	\$4.84	PER 1,000 GAL
INDUSTRIAL FACILITIES, OFFICES & OTHER COMMERCIAL ESTABLISHMENTS		
1" METER 0 TO 2,000 GALLONS	\$18.74	BASE FEE
1-1/2" METER 0 TO 2,000 GALLONS	\$24.09	BASE FEE
2" METER 0 TO 2,000 GALLONS	\$38.82	BASE FEE
3" METER 0 TO 2,000 GALLONS	\$147.20	BASE FEE
4" METER 0 TO 2,000 GALLONS	\$187.33	BASE FEE
6" METER 0 TO 2,000 GALLONS	\$281.02	BASE FEE
8" METER 0 TO 2,000 GALLONS	\$388.05	BASE FEE
10" METER 0 TO 2,000 GALLONS	\$498.77	BASE FEE
3,000 TO 12,000 GALLONS	\$10.10	PER 1,000 GAL
13,000 GALLONS AND UP	\$14.54	PER 1,000 GAL
WATER SERVICES		
SINGLE-FAMILY RESIDENCES & MULTI-FAMILY RESIDENCES		
0 TO 2,000 GALLONS	\$18.47	BASE FEE
3,000 TO 12,000 GALLONS	\$6.38	PER 1,000 GAL
13,000 GALLONS AND UP	\$8.40	PER 1,000 GAL
INDUSTRIAL FACILITIES, OFFICES & OTHER COMMERCIAL ESTABLISHMENTS WITHIN THE CITY		
1" METER 0 TO 2,000 GALLONS	\$25.93	BASE FEE
1-1/2" METER 0 TO 2,000 GALLONS	\$33.35	BASE FEE
2" METER 0 TO 2,000 GALLONS	\$53.66	BASE FEE
3" METER 0 TO 2,000 GALLONS	\$203.69	BASE FEE
4" METER 0 TO 2,000 GALLONS	\$259.55	BASE FEE
6" METER 0 TO 2,000 GALLONS	\$388.84	BASE FEE
8" METER 0 TO 2,000 GALLONS	\$536.96	BASE FEE
10" METER 0 TO 2,000 GALLONS	\$696.07	BASE FEE
3,000 TO 12,000 GALLONS	\$12.12	PER 1,000 GAL
13,000 GALLONS AND UP	\$15.97	PER 1,000 GAL
CUSTOMERS OUTSIDE THE CORPORATE LIMITS OF THE CITY		
1" METER 0 TO 2,000 GALLONS	\$38.90	BASE FEE
1-1/2" METER 0 TO 2,000 GALLONS	\$50.00	BASE FEE
2" METER 0 TO 2,000 GALLONS	\$80.53	BASE FEE

3" METER 0 TO 2,000 GALLONS	\$314.23	BASE FEE
4" METER 0 TO 2,000 GALLONS	\$388.76	BASE FEE
6" METER 0 TO 2,000 GALLONS	\$583.13	BASE FEE
8" METER 0 TO 2,000 GALLONS	\$805.27	BASE FEE
10" METER 0 TO 2,000 GALLONS	\$1,028.75	BASE FEE
3,000 TO 12,000 GALLONS	\$18.15	PER 1,000 GAL
WATER-ONLY SERVICE INSIDE THE CORPORATE LIMITS OF THE CITY		
1" METER 0 TO 2,000 GALLONS	\$37.02	BASE FEE
1-1/2" METER 0 TO 2,000 GALLONS	\$47.61	BASE FEE
2" METER 0 TO 2,000 GALLONS	\$77.15	BASE FEE
3" METER 0 TO 2,000 GALLONS	\$290.87	BASE FEE
4" METER 0 TO 2,000 GALLONS	\$370.19	BASE FEE
6" METER 0 TO 2,000 GALLONS	\$555.27	BASE FEE
8" METER 0 TO 2,000 GALLONS	\$766.79	BASE FEE
10" METER 0 TO 2,000 GALLONS	\$978.86	BASE FEE
3,000 TO 12,000 GALLONS	\$12.77	PER 1,000 GAL
13,000 GALLONS AND UP	\$16.85	PER 1,000 GAL
DEPOSITS FOR WATER SERVICES		
RESIDENTIAL OWNER	\$100.00	
RESIDENTIAL RENTER	\$100.00	
SENIOR CITIZEN	\$50.00	
COMMERCIAL ACCOUNTS	\$100.00	
APARTMENTS	\$50.00	PER UNIT
MISCELLANEOUS FEES		
CONNECTION FEE / CUT-ON	\$25.00	
DISCONNECT FEE / CUT-OFF	\$25.00	
TRANSFER FEE	\$25.00	
10 DAY CLEAN	\$50.00	PLUS USAGE
RETURN CHECK FEE	\$30.00	
VACATION (MUST BE MORE THAN 30 DAYS)	\$25.00	
METER READ FOR POOL FILLING CREDIT	\$25.00	
LATE FEE - AFTER DUE DATE	10% of Balance Owed or \$10.00 (whichever is greater)	APPLIED ON 13TH OF MONTH
DELINQUENCY FEE - SUBJECTED TO DISCONNECTION	\$40.00	APPLIED ON THE 21ST OF THE MONTH
CONNECTION FEE - TAMPERING (TURNED ON BY CUSTOMER FOLLOWING DISCONNECT FOR NON-PAYMENT)	\$100.00	
CONNECTION FEE - TAMPERING (WITH DAMAGE TO CURB STOP OR METER BOX)	\$150.00	
CONNECTION FEE - TAMPERING (WITH DAMAGE TO METER OR REGISTER)	Cost of equipment replacement plus Tampering Fee	

VOLUNTARY AMBULANCE FEE	\$2.50	
CREDIT/DEBIT CARD PAYMENT FEE (BY PHONE OR IN PERSON)	3%	
TAP CHARGES		
WATER		
5/8" X 3/4" WATER TAP	\$550.00	
ALL OTHER SIZE TAPS WILL BE CHARGED BASED ON ACTUAL COST, SIZE AND LOCATION		
SEWER		
STANDARD 4" TAP	\$500.00	
ALL OTHER SIZE TAPS WILL BE CHARGED BASED ON ACTUAL COST, SIZE AND LOCATION		

City of Freeport Master Fee Schedule

Sewer and Water Department

Description

Fee

SOLID WASTE

RESIDENTIAL		
INITIAL CART WITH COLLECTION/DISPOSAL	\$20.00	PER MONTH
EACH ADDITIONAL CART	\$7.10	PER MONTH
COMMERCIAL OR BUSINESS		
INITIAL CART WITH COLLECTION/DISPOSAL (LIGHT COMMERCIAL)	\$35.00	PER MONTH
ADDITIONAL CART	\$24.37	PER MONTH
ANY ADDITIONAL CART	\$16.25	PER MONTH
COMMERCIAL TRASH BAG ROLLS	\$8.79	PER ROLL

LARGE COMMERCIAL

WEEKLY COLLECTION FREQUENCY

	1	2	3	4	5	6	7
2 CY	\$67.57	\$110.73	\$153.89	\$197.06			
4 CY	\$92.25	\$140.66	\$189.11	\$241.01			
6 CY	\$114.11	\$182.03	\$237.90	\$310.80	\$383.98	\$446.16	
8 CY	\$123.48	\$214.94	\$292.68	\$383.63	\$463.57	\$543.50	

SINGLE-FAMILY RESIDENCES & MULTI-FAMILY RESIDENCES

ROLL-OFF CONTAINER FEES

ROLL-OFF SIZE	HAUL RATE
20 CY	\$401.50
30 CY	\$429.00
40 CY	\$484.00

HAUL RATE DOES NOT INCLUDE DISPOSAL

COMPACT CONTAINER FEES

ROLL-OFF SIZE	HAUL RATE
20 CY	\$478.50
30 CY	\$533.50
35 CY	\$588.50
40 CY	\$643.50
42 CY	\$698.50

*HAUL RATE DOES NOT INCLUDE DISPOSAL***MISCELLANEOUS FEES**

ROLL-OFF DELIVERY-ONE-TIME CHARGE	\$110.00	PER DELIVERY
ROLL-OFF RENTAL FEE	\$110.00	PER MONTH
ROLL-OFF RENTAL FEE	\$3.30	PER DAY
DRY RUN FEE	\$192.50	PER RUN
TIRE DISPOSAL FEE	\$16.50	PER TIRE
DISPOSAL RATE TYPE I PER TON	\$41.50	PER TON
DISPOSAL RATE TYPE IV PER CY	\$19.25	PER CUBIC YARD



City Council Agenda Item #[3.G]

Title: Consideration and possible action approving Resolution No. 2025-2929 authorizing a revision to the City of Freeport Policy Handbook Chapter 5 – Standards of Conduct adding Section 5.29 Academy Assistance Program for Public Safety Personnel.

Date: June 2, 2025

From: Donna Fisher, HR Director

Staff Recommendation: Staff recommends approval of the Resolution

Item Summary: The proposed revision to the City of Freeport Policy Handbook will introduce a new section – **Section 5.29; Academy Assistance Program for Public Safety Personnel** – to Chapter 5 (Standards of Conduct). This section establishes a framework for financial support of academy expenses for eligible employees attending the Police Academy or Fire Academy.

Background Information: The Academy Assistance Program is structured to qualify as an educational assistance program under Section 127 of the Internal Revenue Code. Under this provision up to \$5,250 per calendar year of educational assistance provided by the employer is excluded from the employee's gross income, provided it adheres to the requirements of Section 127.

This program supports the professional development of current City employees in public safety roles – such as jailers, dispatchers, and EMS personnel – by offering financial assistance for their attendance at certified police or fire academies

Special Considerations: N/A

Financial Impact: Estimated \$10,500

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution - Academy Assistance Program
2. Educational Expense Agreement

RESOLUTION NO. 2025-2929

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, ADDING SECTION 5.29 ACADEMY ASSISTANCE PROGRAM FOR PUBLIC SAFETY PERSONNEL AND APPROVING THIS ADDITION TO THE PERSONNEL POLICY HANDBOOK.

WHEREAS, the City of Freeport values all employees working to provided services to the citizens; and

WHEREAS, the City of Freeport seeks to add a specific policy to establish guidelines for employees to participate in Police or Fire Academies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS;

SECTION 1. ACADEMY ASSISTANCE PROGRAM FOR PUBLIC SAFETY PERSONNEL. The City Council of the City hereby approves and adopts the addition of Section 5.29 Academy Assistance Program for Public Safety Personnel attached hereto as Exhibit “A” and approves its addition to the Personnel Policy Handbook.

SECTION 2. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Clarisa Fernandez, City Secretary
City of Freeport

David Olson, City Attorney
City of Freeport

Academy Assistance Program for Public Safety Personnel

In an effort to attract and retain quality full-time Public Safety (Police and Fire) employees, the City of Freeport offers advance payment for either Police Academy or Fire Academy as follows:

The employee must submit an educational expense agreement to their immediate supervisor. The employee will be informed of a decision on their request by Human Resources within two (2) weeks. The agreement will cover the cost of registration, tuition, fees, required books and other materials to a maximum of \$5,250.00.

If the employee is unable to complete this course due to what the City Manager considers extenuating circumstances (such as illness of the employee or an immediate family member) and the employee receives a tuition or materials refund, the employee will give the full refund to the City via personal check within one week of receipt.

If the employee voluntarily terminates employment with the City of Freeport prior to completing the course, the employee will refund the entire amount of the educational expenses provided to the employee.

If the employee voluntarily terminates employment with the City of Freeport after completion of the course and prior to completing six consecutive months of active employment, the employee will refund the entire amount of the educational expenses provided to the employee.

If the employee voluntarily terminates employment with the City of Freeport after completion of the course and after completing six months of active employment but prior to completing 24 consecutive months of active employment, the employee will refund a prorated share of the educational expenses provided. The prorated amount will be based on the total amount of educational expenses provided divided by the percentage of time left in months from two years that the employee did not continue working.

The educational expense agreement creates no contract of employment between the employee and the City of Freeport.

Educational Expense Agreement

You recently requested approval for advance payment of expenses for an educational course. In accordance with our educational assistance policy, you must complete the following educational expense agreement and submit it to your immediate supervisor. You will be informed of a decision on your request by human resources (HR) within two weeks.

If you have any questions regarding the educational expense policy or this agreement, please contact HR.

As part of the City of Freeport's educational assistance program, the City of Freeport agrees to advance educational expenses for you to attend:

Course: _____

College/University: _____

City, State: _____

Dates of Attendance: _____ to _____

Total Expense Amount: \$_____ (includes registration, tuition, fees, required books and other materials to a maximum of \$5,250.00).

In consideration of payment of these expenses, you agree to the following:

If you are unable to complete this course due to what the company considers extenuating circumstances (such as your illness or the illness of a family member) and you receive a tuition or materials refund, you agree to give the full refund to the company via personal check within one week of receipt.

If you voluntarily terminate employment with the City of Freeport prior to completing the course, you will refund the entire amount of the educational expenses provided to you.

If you voluntarily terminate employment with the City of Freeport after completion of the course and prior to completing six consecutive months of active employment, you will refund the entire amount of the educational expenses provided to you.

If you voluntarily terminate employment with the City of Freeport after completion of the course and after completing six months of active employment but prior to completing 24 consecutive months of active employment, you will refund a prorated share of the educational expenses provided to you. The prorated amount will be based on the total amount of educational expenses provided divided by the percentage of time left in months from two years that you did not continue working.

If any action is brought to enforce any provision of this agreement by the City of Freeport, you agree to pay all costs associated with the action as well as any costs of litigation, including all reasonable attorney fees.

This educational expense agreement creates no contract of employment between you and the City of Freeport. You may terminate your employment with this company at any time with or without cause, and the City of Freeport may terminate your employment at any time with or without cause.

Employee name: _____

Employee signature: _____

Date: _____

Supervisor name: _____

Supervisor signature: _____

Date: _____

Human Resources Director name: _____

Human Resources Director signature: _____

Date: _____



City Council Agenda Item # [3.H]

TITLE: 1. Discuss and Take possible action on Agenda Rules and Guidelines – per Ordinance 2021-2650, 2022-2657, 2022-2672, and 2023-2820.

Date: June 2, 2025

From: Councilman Jeff Pena and Councilman Jarvis Davis

Staff Recommendation: NA

Item Summary: Council seeks to discuss and take action on all of these various “agenda related ordinances” that have hamstrung the Council and Pubic from speaking and have created more illegal violations by City Staff.

Background Information:

With the recent findings at the Pena Agenda Trial, it was revealed that the City of Freeport has been conducting Agenda and Council procedures in violations of the city ordinances and state laws. Additionally, residents have requested that the change to limit their input on agenda items be allowed... beyond the limited 4 minutes allowed for Citizen Comments.

The need for greater transparency, participation and accountability by City Hall for Residents is intended to be attained by the repeal of these illegal and problematic non-public-serving ordinances.

Special Considerations:

The Transcript from the Trial can be obtained from the county upon request to help detail the illegal activities as it relates to Agenda and Council Meetings that have been performed by City Manager and Council.

Financial Impact:

The financial impact of this matter is in the MILLIONS of DOLLARS as they directly affect how policy is determined with both expert and citizen input. Additionally, the open discussion of matters related to each Ward brought by each Councilman is imperative to conveying public concerns; the primary duty which all councilmen were elected to perform.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Testimony from Pena Agenda Trial and witnessed testimony by Citizens who attended trial.
2. Respective Ordinance in City Possession and on City Website.



City Council Agenda Item #[3.I]

TITLE: 2. Discuss and take possible action on interim city attorney Olson and Olson.

Date: June 2, 2025

From: Councilman Jeff Pena and Councilman Jarvis Davis

Staff Recommendation: NA

Item Summary: Council seeks to discuss and take action on the contract employment of Interim City Attorney, Olson & Olson.

Background Information:

Council wishes to discuss the ongoing delays in legal services, as it relates to the following items: Interim City Attorney withholding work-product, Interim City Attorney withholding Information from full Council, Interim City Attorney documented pattern of poor and detrimental counsel, and their misleading counsel exposed while under oath during the recent Pena Agenda trials. These continued patterns of behavior have contributed to the lost trust and faith in Olson and Olson.

Special Considerations:

The Chain of Emails over the last 2 years related to Covarubias, the Port, the East End can be requested via Open Records, and the Transcript from the Trial can be obtained from the county upon request to help detail the illegal activities as it relates to Agenda and Council Meetings that have been performed by City Manager and Council at the legal oversight of Olson and Olson.

Financial Impact:

The financial impact of this matter is in the MILLIONS of DOLLARS as they place the city of Freeport into greater legal liability with both contracting 3rd parties, city employees, and the state municipal regulators.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. David Olson's Testimony at the Pena Agenda Trial and witnessed testimony by Citizens who attended trial.
2. Video of all recent meetings from 2022 through June 2025. This content can be found on City website



City Council Agenda Item #[3.J]

TITLE: 2. Discuss and Take possible action on Police Chief investigation status and discussion.

Date: June 2, 2025

From: Councilman Jeff Pena and Councilman Jarvis Davis

Staff Recommendation: NA

Item Summary: Council seeks to discuss and take action on the investigation of Police Chief Jennifer Howell.

Background Information:

Council wishes to have an open discussion of the how and why the investigation was initiated by City Manager Lance Petty. Additionally we want to discuss the status and delivery and contents of the investigation report being drafted.

Special Considerations:

The suspension of Chief has been ongoing for now almost 2 months... with STILL No evidence of any kind provided to Council. Council will seek to exercise its authority to either instruct the City Manager to terminate the Current Investigation and vote for a different investigation to encompass all the materials and all of the Councilmen. As the current investigator has failed to include any testimony and evidence from all Councilman as evidenced in no contact being made as of May 30th 2025.

Financial Impact:

The financial impact of this matter is in the MILLIONS of DOLLARS as they place the city of Freeport into greater legal liability with potential employment law violations at the hands of City Manager Lance Petty , City Attorney David Olson and Mayor Jerry Cain.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. None provided by City Manager... still over 2 months. Unacceptable.