

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY , APRIL 7TH, 2014, 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA
FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the March 17th, 2014 Council Minutes.
5. Attending citizens and their business.
6. **Recognition:** Homeland Preparedness Project would like to recognize the Citizen Emergency Response Team.
7. **Awards:** Acknowledge and award the participants of the City's 5th Annual Youth Art Display & Competition.
8. Consideration of approving Resolution No. 2014-2437 approving and authorizing the execution of a corrected tax abatement agreement with Jasen and Julia Gast pursuant to the terms and conditions of and authorizing the Mayor and City Secretary to execute and attest respectively a tax abatement agreement.
9. Consideration of approving Resolution No. 2014-2438 authorizing the appointment of the Finance Director of the City to advertise for and receive application(s) for the Performance of Depository Services for the City for the period beginning June 1, 2014, and ending September 30, 2014, and thereafter until a successor depositor is selected and qualified.
10. Consideration of adopting Bylaws for and conducting the organizational meeting of the Freeport Historical Museum Foundation, Inc. and taking any other action required by law to be taken by the initial Board of Directors of such corporation.
11. Consideration of approving the Mayor and City Secretary to sign and attest an Amendment of Real Estate Lease with Port Freeport to delete 1,625 square feet of space on the second floor of the Freeport City Hall.

12. Consideration of accepting request for proposals and resetting a bid date for May 28, 2014 for FEMA-1999-040 Generator Grant No. 1 and FEMA -1999-038 Generator Grant No. 2.
13. Consideration of approving a request from the Riverfest Committee to sell alcohol, have a public dance, fireworks display and the closure of streets for the Flapjack Run on Saturday for the Riverfest event held at the Freeport Municipal Park on April 25th & 26th of April, 2014.
14. Consideration of approving a request from the Freeport League to waive the carnival and health permits fees for the Riverfest event on April 25th and 26th, 2014.
15. Consideration of approving a request from the Hispanic Chamber of Commerce to have a Cinco De Mayo Parade on Saturday, May 3rd, 2014 at 11:00 a.m., from the Museum to Baywood's parking lot. This will require closing East Park, from its intersection with 4th Street, to its intersection with 2nd Street, and closing of Second Street, from its intersection with East Park past its intersection with Brazosport Boulevard, to its end at the diversion channel of the Brazos River adjacent to Baywood's parking lot.
16. Consideration of approving and authorizing the Mayor and City Manager to sign a letter of Memorandum of Understanding from Veolia Water for Freeport's SSI Program (Sanitary Sewer Initiative) submitted to the Texas Commission on Environmental Quality.
17. Consideration of authorizing the City Manager to sign a lease purchase with Tyler Technologies to purchase two kiosks for the City of Freeport.
18. Consideration of advertising and setting a bid date for April 29, 2014 for mowing services for the City of Freeport.
19. Consideration of advertising and setting a bid date for April 29, 2014 for ground care, certain Right of Ways and parks in the City.
20. Consideration of cancelling April 21, 2014 Council meeting.
21. Consideration of the approval of any action to be taken as a result of closed executive session.

Work Session:

- A. Regarding annual fee increase on the Veolia Water Contract operations.
- B. Discussion regarding further annexation of Follett's Island.

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matters in which his duty to the City Council under the Texas Disciplinary Rules

of professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- Skymark Development Agreement / 380 agreement in MUD.

Adjourn

Items not necessary 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).

In compliance with the Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz City Secretary for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, April 4, 2014, 2014 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the Freeport City Council met on March, 17, 2014 at 6:03 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Norma M. Garcia
Councilwoman Michelle Kent
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree – Absent

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Larry Fansher, Parks Director

Visitors: Cindy Suggs Jerry Meeks
Roy Yates Bobby Casale

Call to order.

Mayor Norma M. Garcia called the meeting to order at 6:03 p.m.

Invocation.

Mr. Wallace Shaw offered the invocation.

Pledge of Allegiance.

Cindy Suggs led the Pledge of Allegiance.

Consideration of approving the March 3rd, 2014 Council Minutes.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting “aye”, Council unanimously approved the March 3, 2014 Council Minutes.

Attending citizens and their business.

Bobby Casale complained about Freeport LNG, not communicating with the surrounding cities, information needs to be shared. Location for a new treatment plant has been changed from Hide A Way on the Gulf to Hwy. 332.

Proclamation designating the month of May as "Motorcycle Safety and Awareness Month".

Mayor Norma M. Garcia read the proclamation designating the month of May as "Motorcycle Safety and Awareness Month".

Proclamation designating the month of April 2014 as "Fair Housing Month".

Mayor Norma M. Garcia read the proclamation designating the month of April 2014 as "Fair Housing Month".

Public Hearing to consider designating the following described real property located within the corporate boundaries of the city as a reinvestment zone for the purpose of entering into an agreement with the owner of owners thereof granting a tax abatement:

A portion of Lots 435A, 435A-1, 436A, 436A-1, 436B, 437A, 437A1, 437B, 458A, 463, 464, Part Lots 459, 460, 461, 462, Brazos Coast Investment Company Subdivision, Division 14, Abstract 49, and Lots 17, 18, 19, 50A, 51 to 54, 55A, 56A-PT, 14A, 15A, 16-20, 21A, closed ROW, Brazos Coast Investment Company Subdivision, Division 15, S.F. Austin Survey, Abstract 19, Brazoria County, Texas.

Mayor Norma Garcia opened the Public Hearing at 6:05 to consider designating the following described real property located within the corporate boundaries of the city as a reinvestment zone for the purpose of entering into an agreement with the owner of owners thereof granting a tax abatement:

A portion of Lots 435A, 435A-1, 436A, 436A-1, 436B, 437A, 437A1, 437B, 458A, 463, 464, Part Lots 459, 460, 461, 462, Brazos Coast Investment Company Subdivision, Division 14, Abstract 49, and Lots 17, 18, 19, 50A, 51 to 54, 55A, 56A-PT, 14A, 15A, 16-20, 21A, closed ROW, Brazos Coast Investment Company Subdivision, Division 15, S.F. Austin Survey, Abstract 19, Brazoria County, Texas.

There being no comments from staff or audience, Mayor Norma Garcia closed the Public Hearing at 6:06 p.m.

Consideration of approving Ordinance No. 2014-2062 designating improvements to land located within the Incorporated Limits of said City as a Reinvestment Zone to be known as the BASF Corporation Reinvestment Zone and providing for its initial term and the renewal thereof.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Ordinance No. 2014-2062 designating improvements to land located within the Incorporated Limits of said City as a Reinvestment Zone to be known as the BASF Corporation Reinvestment Zone and providing for its initial term and the renewal thereof.

Consideration of approving Resolution No. 2014-2436 granting a tax abatement to BASF Corporation pursuant to the terms and conditions of and authorizing the Mayor and the City Secretary to execute and attest, respectively, a tax abatement agreement with the said BASF Corporation.

This item tabled.

Public Hearing to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lots 22, 23 and 24, Block 15 of the Velasco Townsite, according to the map or plat recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas, known locally as 203 South Gulf Boulevard, Freeport Texas 77541.

No motion

Consideration of approving Ordinance No. 2014-2063 designating improvements to land located within the incorporated limits of said City, as a Reinvestment Zone to be known as the Signal Electronics, Inc., Reinvestment Zone and providing for its initial term and the renewal thereof.

No motion

Consideration of approving Resolution No. 2014-2437 granting a tax abatement to Signal Electronics Inc. pursuant to the terms and conditions of and authorizing the Mayor and City Secretary to execute and attest, respectively a tax abatement agreement with the said Signal Electronics, Inc.

No motion

Consideration of approving Ordinance No. 2014-2064 amending Chapter 90 of the Code of Ordinance of said City to add thereto a new section, to be known as section 90.50, requiring the owner or person in control of any dog to immediately remove and dispose of, in a sanitary manner, any feces left by such dog on any residential, commercial or public premises in the city; requiring the owner or person in control of a dog at any residential, commercial or public premises in the city to have in possession a container or other instrument suitable for the removal and disposal of such dog's feces in a sanitary manner.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting 3 to 1, Council approved Ordinance No. 2014-2064 amending Chapter 90 of the Code of Ordinance of said City to add thereto a new section, to be known as section 90.50, requiring the owner or person in control of any dog to immediately remove and dispose of, in a sanitary manner, any feces left by such dog on any residential, commercial or public premises in the city; requiring the owner or person in control of a dog at any residential; commercial or public premises in the city to have in possession a container or other instrument suitable for the removal and disposal of such dog's feces in a sanitary manner. Councilman Bolton opposed.

Consideration of accepting a revised Deed Without Warranty from the Velasco Drainage District and authorizing the Mayor to sign and acknowledge and City Secretary to attest the Deed Without Warranty from the Velasco Drainage District along the North and South side of the Old Brazos River, excluding the Tidal Gate and the area around it.

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting "aye", Council approved accepting a revised Deed Without Warranty from the Velasco Drainage District and authorizing the Mayor to sign and acknowledge and City Secretary to attest the Deed Without Warranty from the Velasco Drainage District along the North and South side of the Old Brazos River, excluding the Tidal Gate and the area around it.

Work Session:

Discussion regarding an Automatic Municipal Kiosk.

Mr. Pynes suggested to Council installing two kiosks, one outside next to the ATM, and one inside the lobby of City Hall. It would be used to pay water bills and traffic tickets after hours and would be tied in to the Encode System. A cost of \$9,576 divided in 12 months, Technical Funds would be used to fund the kiosks.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Mayor Norma Garcia adjourned the meeting at 6:23 p.m.

Mayor Norma M. Garcia
City of Freeport, Texas

City Secretary – Delia Munoz
City of Freeport, Texas

RESOLUTION NO. 2014-2437

AN RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; GRANTING A TAX ABATEMENT TO JASEN AND JULIA GAST PURSUANT TO THE TERMS AND CONDITIONS OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, A CORRECTED TAX ABATEMENT AGREEMENT WITH THE SAID JASEN AND JULIA GAST; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS THEREOF.

WHEREAS, the City of Freeport, Texas, hereinafter sometimes "the City," is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Sections 51.072 and 54.004 of the Local Government Code, Subchapter B of Chapter 312 of the Property Tax Code and Sections 2.01, 2.02 and 9.18 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, heretofore on the 21st day of January, 2014, the City Council of the City adopted Resolution No. 2014-2430 wherein it authorized the Mayor to execute and the City Secretary to attest a Tax Abatement Agreement

with the owners of the hereinafter described property but subsequently it was discovered that factual errors were made in such agreement which should be corrected; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the economic development of the City.

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

sometimes "the City") makes the following findings of fact:

(1) That on August 5, 2013, by its Resolution No.2013-2411, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City.

(2) That on November 11, 2013, pursuant to such guidelines and criteria, JASEN and JULIA GAST (hereinafter sometimes "the Owners") filed a written application requesting a tax abatement for the following land owned by the Owners, to-wit: Lots 64 & 65, BRIDGE HARBOR SUBDIVISION, a subdivision in the Brazos Coast Investment Company Subdivision, Division 8, F.J. Calvit Survey, Abstract 51, Brazoria County, Texas, known locally as 65 Marlin Drive, Freeport, TX 77541.

(3) That the land for which the Owners seek a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No.2014-2058.

(4) That more than seven (7) days prior to the adoption of this resolution written notice of the date and time of a public hearing to consider such application and of the intent of the City Council of the City to enter into a proposed tax abatement agreement and a copy thereof was sent to the presiding officer of all other taxing units having jurisdiction over such property.

(5) That notice of such hearing was also published in a newspaper having general circulation within the City was also published more than seven (7) days prior to the date of such hearing.

(6) That after conducting such hearing, the City Council finds that the granting of such tax abatement and entering into such agreement will allow the construction of a new secondary personal residence which will add value to the tax roll of the City.

Second, the tax abatement requested by the above mentioned

application is hereby granted pursuant to the terms and conditions of a Corrected Tax Abatement Agreement which the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, with the Owners.

Third, if any section or provision of this resolution is found to be unconstitutional, void or inoperative by a court of competent jurisdiction, such section or provision, if any, is hereby declared to be severable from the remaining sections and provisions hereof which provisions shall remain in full force and effect.

Fourth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2014.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

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CORRECTED TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and JASEN and JULIA GAST, (the "Owner", whether one or more), individuals residing at 12131 Pebblebrook Drive, Houston, Harris County, TX 77024, and who are the owners of the real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the construction of new/modernization of existing residences within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to construct a dwelling costing in excess of \$5,000.00 to be used for the Owner's secondary personal residence; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of November 11, 2013, in accordance with the City's Resolution No. 2013-2411 adopted August 5, 2013, ("the Resolution") which continues the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that this Agreement will be of benefit to property within and adjacent to the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council has determined that the Improvements are practical and are of benefit to the land within the Zone and to the City; and

WHEREAS, City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Owner has represented that the facility will be designed and constructed to meet all applicable federal, state, and local regulations concerning environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated in accordance with applicable environmental standards, will not constitute a hazard to public health, safety, or morals; and

WHEREAS, the City Council finds that the terms of this Agreement meet the applicable requirements of the Resolution and The Texas Tax Code; and,

WHEREAS, the City Council finds that the Tax Abatement Agreement previously entered into by the City and the Owner had dates that need to be corrected to conform to the Application.

NOW THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows;

1. Definitions

The following terms shall have the meanings assigned below, unless otherwise defined or the context clearly requires otherwise.

"Abatement Period" means that period which commences on ends three (3) years thereafter.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

"City Manager" means the City Manager of the City.

"Effective Date of Abatement" means the January 1,

"Eligible Property" means the new residential structure which expands the local tax base as that term is defined in the Guidelines and Criteria for Tax Abatement in the City of Freeport attached to and adopted by the Resolution.

"Improvements" means the improvements to the property, more fully described in Section 5 below constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2014-2058, which created the Zone.

"Owner" means JASEN and JULIA GAST.

"Project" means the improvements to be constructed by the Owner on the Real Property as more fully described in Section 5(c) below.

"Property" means the real property to be improved, as more fully described in Section 3(a) below.

"Resolution" means City of Freeport Resolution 2013-2411 adopted August 5, 2013, establishing the property tax abatement program for the City in designated reinvestment zones, for which an abatement is being granted.

"Tax Code" means the Texas Property Tax Code, as amended.

"Zone" means the J & J GAST Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

This Agreement is authorized by Resolution which established the property tax abatement program for properties in designated reinvestment zones and by the Ordinance.

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement is 65 Marlin Drive, Freeport, TX 77541. The legal description is Lots 64 & 65, BRIDGE HARBOR SUB., a subdivision in the Brazos Coast Investment Company Subdivision, Division 8, F.J. Calvit Survey, Abstract 51, Brazoria County, Texas

(b) The BCAD tax number of the Property are Property ID: 192210 & 193311
Graphic ID: 21190-0065-000 and 2190-0066-000

4. Representations and Warranties by the Owner

(a) The Owner represents and warrants (1) the Owner owns the Property and that the Property is located within the boundaries of the Zone; (2) the Owner is authorized to execute this Agreement and to complete the Improvements described in Section 5 hereof and in the project description marked Exhibit "B" and attached hereto; (3) that as of January 1, 2014, the Property had an approximate appraised value of \$141,650.00; (4) the construction of the Improvements described in Exhibit "A" began before January 1, 2014, and that construction of the Improvements were completed as of the effective date of this Agreement; (5) the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of constructing the dwelling therein described; and (6) The total size of the Property is approximately 0.2710 acres.

(b) The Owner represents and warrants that the value of the Property will increase by at least \$300,000.00 upon completion of the Improvements.

(c) The Owner represents and warrants that the Improvements will not solely or primarily have the purpose of transferring employment from one part of the City to another.

(d) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "A" attached hereto and incorporated

(e) The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations, and that the construction and operation of the improvements will not cause environmental degradation or hazard to the Property or the environs of the City.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substantially in conformity with the descriptions, plans and specifications as described in Exhibit "A".

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "A" and the City's Building and other Standard Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building or Standard Code, or Zoning Ordinance as the case may be, shall prevail. In addition, the Owner shall comply with City's Subdivision Ordinance, if applicable.

(c) Upon completion of the Improvements, the Owner shall use the Property for the proposed use specified in this paragraph during the Abatement Period specified in Section 6 hereof. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Section 6 hereof. The proposed use of the Property (unless and until the City Council approves a change in use) is for a private dwelling, pursuant to and to the extent described in Exhibit "A" attached hereto and incorporated herein.

(d) The Owner shall allow the City's employees access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed and are being maintained in accordance with the terms of this Agreement. All inspections twenty-four (24) hours in advance thereof, and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project. All inspections will be made with one (1) or more representatives of the Owner and in accordance with the owner's safety and security standards, but this shall not act as a limitation on the City's ability to perform any inspection or enter the affected property pursuant to the

Code of Ordinances, the Building or other Standard Code or otherwise.

(e) The Owner shall maintain the Improvements in good repair and condition during the Abatement Period specified in Section 6 hereof.

(f) The Owner shall provide the City's employees access to all records requested and necessary for Any such audit shall be made only after giving the unreasonably interfere with the operation of the Project.

(g) The Owner shall not assign this Agreement without the written approval of the City Council. In addition, any such assignment must be approved by City Council.

6. Tax Abatement

(a) Abatement on the Improvements specifically listed of new "eligible property" constructed or added after January 1, 2014, subject to the limitation stated in subsection 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible improvements subject to the abatement shall be 100% of the value of such improvements being abated the first year, 75% of such value the second year and 50% of such value the third year. If the construction period extends beyond three (3) years from the Effective Date of Abatement, the Improvements shall be considered completed for purposes of abatement and, in no case, shall the Abatement Period exceed three (3) years from the Effective Date of Abatement.

(b) From the Effective Date of Abatement to the end of the Abatement Period, taxes shall be payable as follows:

1. The value of (i) the property on which the project is located without regard to any improvements thereon and (ii) any tangible personal property not attached to the land And for which an abatement has not been specifically granted shall be fully taxable;

2. The base year value of any improvements on the property which are not eligible improvements shall be fully taxable;

3. The additional value of the eligible improvements constructed after January 1, 2014, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

(c) The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" of this Agreement during the existence of the J & J Gasrt Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Section 5(c)above is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period. The Owner shall not be entitled to the abatement of taxes for that twelve month period during which the facility was not used and operated for such purpose. The taxes abated during that twelve month period shall become immediately due and payable, and shall be paid to the City within sixty (60) days from the date of termination of this Agreement.

(b) The Owner shall be in default hereof in the event

1. allows ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protect and/or contest; or

2. has made any material representation which is determined to be false or misleading in any respect; or

3. is in breach of any material warranty and fails to cure within 60 days from the date notice is provided thereof as described below (the "Cure Period"); or

4. violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period.

(c) Should the City Council determine that the Owner is in default according to the terms and conditions of this Agreement, the City Manager shall notify the Owner in writing at the address stated in this Agreement, and if such default is not cured during the Cure period, then this Agreement may be terminated as to all parties and all taxes previously abated by virtue of this Agreement, shall be recaptured, and paid by the Owner within sixty (60) days of the termination.

8. Administration

(a) For purposes of this Agreement, the value of the real and personal Property comprising the Zone, including the value of the Improvements listed in Exhibit "A" hereof, shall be the same as the value of the Improvements determined annually

by the chief appraiser of BCAD. Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the chief appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

(b) Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each facility receiving abatement to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with State and Local Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Merger

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

All notices shall be in writing and unless hand delivered, shall be sent by U.S. Mail certified, return receipt requested. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

To the Owner

12131 Peeblebrook Dr.
Houston, TX 77024

To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

Each party may designate a different address by giving the other party written notice ten (10) days in advance of such designation.

12. Effective Date

If approved by the Mayor and City Council, the Effective Date of this Agreement shall be the Effective Date of Abatement as defined in Section 1 hereof.

This agreement has been executed by the parties in multiple originals, each having full force and effect.

Jasen Gast, Owner

Julia Gast, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

Its City Attorney

C\Freeport.Abt\Gast-J&J-TxAbt-Agr-

TAX REINVESTMENT ZONE
RESIDENTIAL APPLICATION

SECTION I

Property Owner(s): Jasen + Julia Gast

Mailing Address:

Telephone Number:

12131 Pebblebrook Dr. Houston, TX 77024 (281) 857-09

Property Owner's Representative: N/A

Mailing Address: /

Telephone Number: /

Property Address (physical):

65 Marlin Freeport, TX 77541

Property Legal Description:

Bridge Harbor (A0051 FJ Calvit Div 8 (SCIC)) Lot 65, Freeport

Located within: City of Freeport YES Freeport ET N/A

Description of Project:

New home construction on (2) empty
residential lots (64 + 65 Marlin) in
Bridge Harbor.

Date of projected occupation of project/initiation of operations:

DEC 2013

SECTION II

Fiscal Impact:

What is the value of real property improvements added to the tax rolls? \$ (800K - 1.2mm)

What utility construction is required: tap into existing
power, sewer & water

Community Impact:

Is the project compatible with the City's comprehensive plan? YES

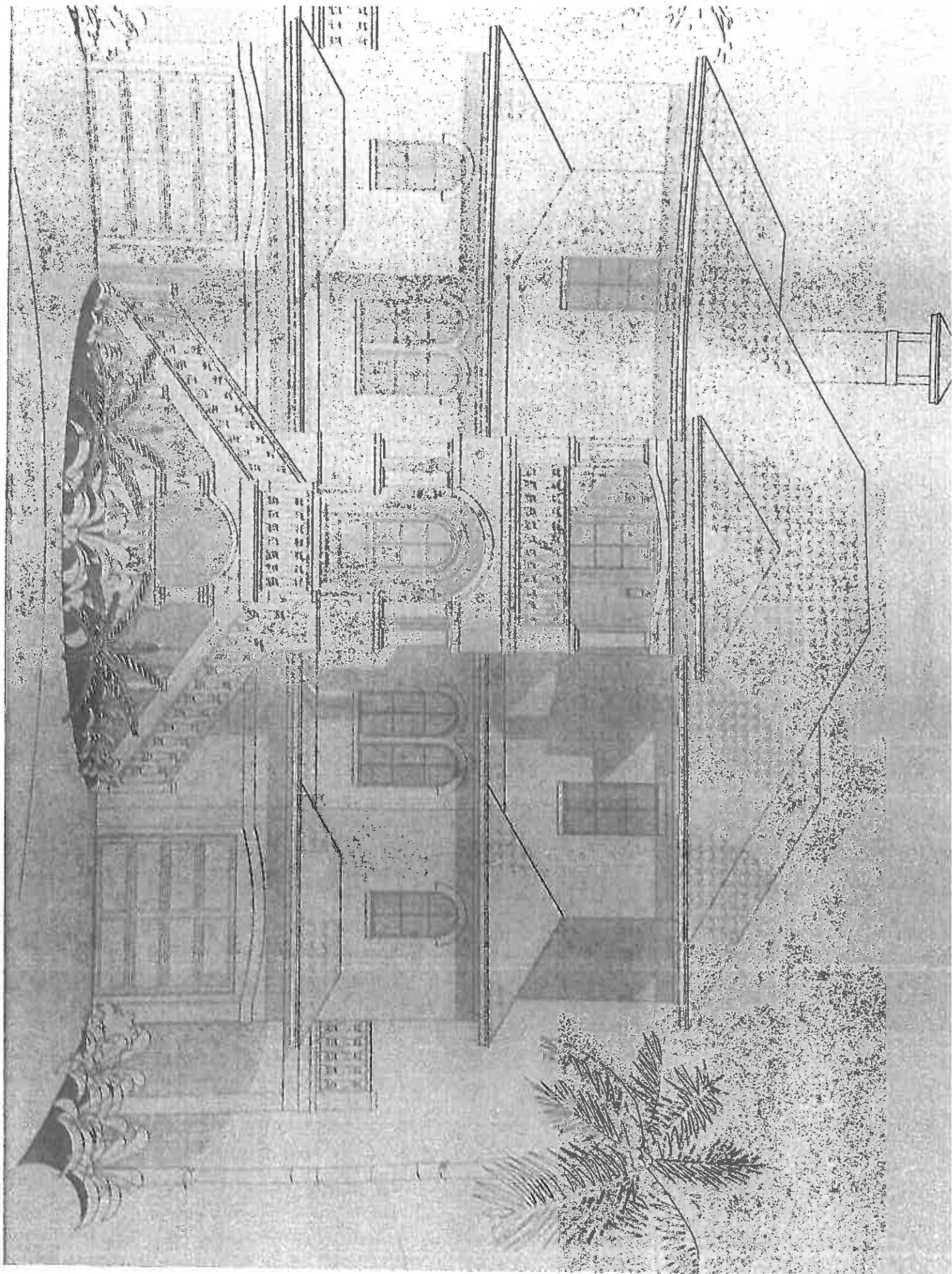
What adverse environment impact will be created by the project: _____

No adverse impacts will be seen on this
project.

Date: 11/11/13

Applicant(s) Signature(s)

Joselyn Just



RESOLUTION NO. 2014-2438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; APPOINTING THE FINANCE DIRECTOR OF THE CITY AS THE "DESIGNATED OFFICER" UNDER THE TERMS OF CHAPTER 105 OF THE LOCAL GOVERNMENT CODE AND AUTHORIZING HIM TO GIVE NOTICE TO ALL BANKS, CREDIT UNIONS AND SAVINGS ASSOCIATIONS DOING BUSINESS WITHIN THE CORPORATE LIMITS OF THE CITY THAT HE WILL RECEIVE APPLICATIONS FOR THE PERFORMANCE OF DEPOSITORY SERVICES FOR THE CITY FOR THE PERIOD BEGINNING JUNE 1, 2014, AND ENDING SEPTEMBER 30, 2014, AND CONTINUING THEREAFTER UNTIL A SUCCESSOR DEPOSITORY HAS BEEN SELECTED AND QUALIFIES; PROVIDING A DEADLINE FOR SUCH APPLICATIONS; PROVIDING FOR THE REVIEW AND TABULATIONS BY THE CITY MANAGER OF ALL APPLICATIONS RECEIVED AND FOR CONSIDERATION OF THE SAME BY THE CITY COUNCIL; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

WHEREAS, the City of Freeport, Texas, hereinafter sometimes "the City," is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Chapter 105 of the Local Government Code and Sections 2.01 and 2.02 and Item (u) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City has determined and do here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the efficient and economical operation of the City.

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

First, the City Council of the City of Freeport, Texas, hereby appoints BOB WELCH, the Finance Director of the City, as its "Designated Officer" under the terms of Chapter 105 of the Local Government Code, and authorizes him to give notice to all banks, credit unions and savings associations doing business within the corporate limits of the City that applications for the performance of depository services for the City for the period beginning June 1, 2014, and ending September 30, 2014, will be received by him at his office in the Freeport City Hall, 200 West Second Street, Freeport, Texas 77541, until 2:00 o'clock, p.m., on May 19, 2014 that after such time he will review and tabulate and present to the City Council at a meeting to be held in the Municipal Courtroom of the Police Department of the City of Freeport, located at 430 Brazosport Boulevard, Freeport, Texas, on May 19, 2014, beginning at 6:00 o'clock, p.m., all such application as are received by him prior to the deadline specified above, and that after such presentation and at such meeting, the City Council will consider the selection of one or more depositories for the City for the period specified above.

Second, if any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections which shall remain in force and effect.

Third, this resolution shall take effect and be in force from and after its passage and adoption and the original hereof, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED the ____ day of _____, 2014.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Dep\2014 Depository - Rsl

INVITATION TO SUBMIT APPLICATIONS TO PERFORM
DEPOSITORY SERVICES FOR THE CITY OF FREEPORT

TO ALL BANKS, CREDIT UNIONS AND SAVINGS AND LOAN ASSOCIATIONS DOING BUSINESS WITHIN THE CITY OF FREEPORT, TEXAS:

The Finance Director will accept applications for the performance of depository services for the City of Freeport for the period which begins June 1, 2014, and which will end September 30, 2014, and continuing thereafter until a successor depository is selected and qualifies. Applications which have been placed in a sealed envelope marked "Application to Perform Depository Services" on the outside lower left hand corner of the envelope will be received at the Office of the Finance Director in the City Hall located at 200 West Second Street, Freeport, Texas 77541, no later than 2:00 o'clock p.m. on May 19, 2014. Prior to that date and time specifications and application forms may be picked up from the Office of the Finance Director at the City Hall. All applications received by the indicated deadline will be opened, reviewed and tabulated by the City Manager and then presented to the City Council at its meeting to be held on May 19, 2014, beginning at 6:00 p.m. at the Municipal Courtroom located in the Police Department Building, 430 Brazosport Boulevard, Freeport, Texas. The City Council reserves the right to select more than one depository, to reject any and all applications, to re-advertise if all applications are rejected and to waive any formalities permitted to be waived by law.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, dated

APRIL 7, , 2014.

Bob Welch

Bob Welch, Finance Director
City of Freeport, Texas

INVITATION TO SUBMIT APPLICATIONS TO PERFORM
DEPOSITORY SERVICES FOR THE CITY OF FREEPORT

TO ALL BANKS, CREDIT UNIONS AND SAVINGS AND LOAN ASSOCIATIONS DOING BUSINESS WITHIN THE CITY OF FREEPORT, TEXAS:

The Finance Director will accept applications for the performance of depository services for the City of Freeport for the period which begins June 1, 2014, and which will end September 30, 2014, and continuing thereafter until a successor depository is selected and qualifies. Applications which have been placed in a sealed envelope marked "Application to Perform Depository Services" on the outside lower left hand corner of the envelope will be received at the Office of the Finance Director in the City Hall located at 200 West Second Street, Freeport, Texas 77541, no later than 2:00 o'clock p.m. on May 19, 2014. Prior to that date and time specifications and application forms may be picked up from the Office of the Finance Director at the City Hall. All applications received by the indicated deadline will be opened, reviewed and tabulated by the City Manager and then presented to the City Council at its meeting to be held on May 19, 2014, beginning at 6:00 p.m. at the Municipal Courtroom located in the Police Department Building, 430 Brazosport Boulevard, Freeport, Texas. The City Council reserves the right to select more than one depository, to reject any and all applications, to re-advertise if all applications are rejected and to waive any formalities permitted to be waived by law.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, dated _____, 2014.

Bob Welch

Bob Welch, Finance Director
City of Freeport, Texas

NOTE: Publish once at least 21 days before the deadline for receipt of applications.

APPLICATION FOR DEPOSITORY SERVICES CONTRACT

1. The undersigned, hereinafter "the Applicant", being a
* _____ doing business within the corporate limits
of the City of Freeport, Texas (hereinafter "the City"), pursuant to the
provisions of Chapter 105 of the Local Government Code (hereinafter "the
LGC"), hereby submits its application for the performance of depository
services for the City during the period beginning June 1, 2014, and
ending September 30, 2014, and thereafter until a successor depository is
selected and qualifies.

* insert "bank", "credit union" or "savings association"

2. Does the Applicant understand that all contracts for
depository services with the City are subject to the provisions
(including recent amendment) to Chapter 105 of the LGC? Yes__ No__.

3. Will the Applicant make any service charges for handling the
funds of the City? Yes__ No___. If "Yes" what charges will be made?

4. What interest will the Applicant pay on demand accounts of the
City? _____

5. What interest will the Applicant pay to the City on time
deposits? _____

6. What checks and other forms will the Applicant agree to furnish to the City without charge?

7. What securities will the Applicant furnish in order to comply with the provisions of Chapter 105 of the LGC?

8. Will the Applicant furnish the City with a receipt from its correspondent bank evidencing the pledging of securities sufficient to secure the total amount of funds on deposit.

Yes ____ No ____.

9. In the event that it becomes necessary, in the judgment of the City, for the City to arrange for "short term" loans (for a period of less than one year) at any time, under what term would the Applicant handle such loans?

10. How would the Applicant handle time deposits that have not reached maturity by the expiration of the contract period?

11. The contract for which the Applicant is applying covers the period from June 1, 2014, through September 30, 2014, and thereafter until a successor depository is selected. In the event a different depository is selected to replace the Applicant for a subsequent term, will the Applicant agree to retain all funds of the City under the above terms and conditions until a new depository is selected and qualifies. Yes ___ No ___.

12. Does the Applicant understand that outstanding bond agreements may require that some of the funds of the City be deposited with other depositories? Yes ___ No ___.

13. Is the Applicant aware that Chapter 105 of the LGC allows the designation of more than one depository within the corporate limits of the City at the same time and that Chapter 2256 of the Government Code allows investment in TEX-POOL? Yes ___ No ___.

14. Does the Applicant expect to be the depository of all funds of the City other than those covered by outstanding bond agreements and those deposited in TEX-POOL? Yes ___ No ___. If "Yes" is checked, then what percentage/amount of the funds of the City other than those covered by outstanding bond agreements and those deposited in TEX-POOL would the Applicant expect to be kept on deposit with the Applicant? _____ %

15. Will the Applicant immediately inform the City of deposit errors and give proof of such error with photocopy and adjustment slip on affected accounts? Yes ___ No ___.

16. Will the Applicant agree that the City Manager or his designee shall have the right at all times to check on the value of your security and the amount thereof? Yes ___ No ___.

17. Will the Applicant render all statements on a calendar monthly basis broken down by each day, reflecting deposits made for the last day of the month and with all accounts showing checks numerically sequenced at the end of the statement? Yes ___ No ___.

18. Will the Applicant keep safely all funds of the City deposited with the Applicant and pay the same over as directed by the appropriate officers of the City designated by resolution adopted the City Council from time to time. Yes ___ No ___.

19. In case of default on the part of the Applicant or in case of any loss sustained by the City, the City may obtain, keep and hold the securities furnished by the Applicant or sell the same at either public or private sale, with or without notice, and apply the proceeds obtained therefrom to cover any default or loss of the City, or the City may hold such securities and use the same for its protection and security. Yes ___ No ___.

Other terms, comments and qualifications may be set forth on numbered attachments hereto.

Dated this ___ day of _____, 2014.

(Name of Applicant)

By _____
Its _____

ATTEST: _____
Its _____

RECEIVED this ___ day of _____, 2014, at _____.m.

Finance Director, City of Freeport, Texas

CORPORATE BY-LAWS OF

THE FREEPORT HISTORICAL MUSEUM FOUNDATION, INC.

A TEXAS NON-PROFIT CORPORATION

ARTICLE I - PRINCIPAL OFFICE

The principal office of The Freeport Historical Museum Foundation, Inc. (the Corporation) shall be at the City Hall of the City of Freeport, Texas (the City), located at 200 West Second Street, Freeport, TX 77541.

ARTICLE II - EXECUTIVE DIRECTOR

The affairs of the Corporation shall be managed by an Executive Director under in the supervision of a Board of Directors. The position of Executive Director shall be filled by the City Manager of the City or other person exercising the duties of the City Manager in accordance with the provisions of the Home Rule Charter of the City. The City Manager shall be automatically removed as Executive Director upon the end of his employment as City Manager or, in the case of a person exercising the duties of the City Manager, upon the appointment of a new City Manager. The Board of Directors may, in its sole discretion, employ a person other than the City Manager or person performing the duties of City Manager, to be the Executive Director of the Corporation.

The property and day to day business of the Corporation shall be managed by the Executive Director, who shall have and may exercise all powers of the president of a nonprofit Corporation under the Texas Business Organization Code and do all lawful acts subject to the approval

of the Board of Directors.

The Executive Director may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Corporation.

The City Manager, or the person performing the duties of City Manager, shall receive no compensation for performing the duties of Executive Director, other than the salary received as City Manager, or person performing the duties of City Manager, but shall be reimbursed for all reasonable expenses incurred in performing the duties of Executive Director of the corporation. If a person other than the City Manager, or a person performing the duties of the City Manger, is authorized by the Board of Directors to perform the duties of Executive Director of the Corporation, such person may receive such compensation as the Board of Directors may authorize,

ARTICLE III - BOARD OF DIRECTORS

The Board of Directors of the Corporation shall consist of the Mayor and City Councilpersons of the City. The persons named in the Certificate of Formation as the Directors of the Corporation shall hold the office of Director until his or her successor as Mayor or Councilperson is selected and qualifies. The election or appointment of a person as Mayor or City Councilperson shall also constitute the election of that person to the Board of Directors of the Corporation. The office of Director is vacated when a Director ceases to be the Mayor

or a City Councilperson.

The annual meeting of the Board of Directors of the Corporation shall be held at the meeting place of the City Council of the City, as part of the its first regularly scheduled meeting in June of each year, or at another meeting of the City Council in the month of June of the same year. Other meetings of the Board of Directors may occur at any regular meeting of the City Council, or any special meeting thereof called in accordance with the Home Rule Charter of the City.

A meeting of the Board of Directors may be called by placing it as an item on the agenda of a City Council meeting, in which case it may be conducted at the same time as such City Council Meeting. A meeting of the Board of Directors may be called as a meeting separate and apart from a meeting of the City Council with its own agenda, in which case such agenda shall be posted and the meeting conducted in accordance with the Texas Open Meetings Act. A majority of the members of the Board of Directors shall constitute a quorum for any meeting.

ARTICLE V. OFFICERS

The officers of the Corporation shall be a Chairman, Vice Chairman, Secretary and Treasurer. The duties of these offices shall be performed by the Mayor, Mayor Pro Tem, City Secretary and Director of Finance of the City, respectively. Any two or more offices may be held by the same person, except the offices of Chairman or Vice Chairman may not be performed by the Secretary or Treasurer and the offices of Secretary or Treasurer may not be performed by the Chairman or Vice Chairman. The office of Chairman, Vice Chairman, Secretary or Treasurer shall be vacated when the person holding such offices ceases to be the Mayor, Mayor Pro Tem, City Secretary or Director of Finance, respectively.

No additional compensation shall be paid for performing such duties.

The Chairman of the Board shall preside at all meetings of the Board of Directors and perform such other duties as may be prescribed by the Board of Directors not in conflict with the duties of the office of Mayor of the City. The Vice Chairman shall preside at all meetings of the Board of Directors at which the Chairman is not present. The Secretary shall keep minutes of all meetings of the Board of Directors and maintain all books, papers and other documents belonging to the Corporation.

Where a meeting of the Board of Directors is held at the same time as a meeting of the City Council and on the basis of one or more items on the agenda for the City Council meeting, the minutes of the City Council meeting shall constitute the minutes of the Board of Directors.

To the extent not otherwise provided by the Board of Directors, by rules or regulations, in resolutions relating to issuance of bonds, or in any financing documents relating to such issuance, the Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in a depository controlled by the City. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Executive Director or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, whenever the Board may require it, an account of all transactions and of the financial condition of the Corporation. Unless otherwise directed by the Board of Directors, all checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be

signed by the Executive Director and countersigned by the Treasurer.

ARTICLE VI - MISCELLANEOUS

The initial fiscal year of the corporation shall begin on the date these by-laws are adopted and shall end on the last day of September, 2014. Thereafter, the fiscal year of the Corporation shall begin on the first day of October of each calendar year and shall end on the last day of September of the next succeeding calendar year.

The Board of Directors may provide for a corporate seal, which shall be in the form of three (3) concentric circles with the words "THE FREEPORT HISTORICAL MUSEUM FOUNDATION, INC." written between the larger and the intermediate circles, the words "Corporate" and "SEAL" between the intermediate and the smaller of such circles and the logo or symbol of the corporation set forth inside the smaller of such circles.

The Executive Director, or any Director of the Corporation, desiring to have these bylaws amended, repealed or added to, or to have new bylaws adopted, shall submit the same in writing to the Secretary of the Corporation prior to the next meeting of the Board of Directors; and, when so submitted, such proposal shall be read at such meeting, a copy of such proposal shall be given to all of the Directors present at such meeting and a copy of such proposal shall be mailed by the Secretary to any Director who was not present at such meeting. Thereafter, at the first meeting of the Board of Directors at which a quorum is present, these bylaws may be amended, repealed or added to, or new bylaws adopted in accordance with such proposal and not otherwise by the vote of two-thirds (2/3rds) of the Directors present and voting at such meeting.

The annexed and foregoing By-Laws of the corporation were duly adopted as the Corporate By-Laws of the corporation by the affirmative vote of a majority of the initial directors present and voting at the organizational meeting of the board of directors held at the Freeport Police and Court Building, in the City of Freeport, in Brazoria County, Texas, on the ____ day of _____, 2014.

Chairman of the Board

ATTEST: _____
Corporate Secretary

C\Freeport.Msc/Museum Corp - Bylaws - Adopted

AMENDMENT OF REAL ESTATE LEASE

WHEREAS, effective the 15th day of December, 2011, the CITY OF FREEPORT, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter called LESSOR, and PORT FREEPORT, a conservation and reclamation district, a body politic and a corporate and governmental agency of the State of Texas lying and situated in Brazoria County, Texas, executed a written lease agreement, hereinafter called "the Lease", whereby Lessee leased office space in the building, including parking facilities, located at 200 West Second Street, Freeport, Texas, being the entire third floor of the building, containing approximately 12,681 square feet, excluding common areas, as shown on Exhibit "A" attached hereto and approximately 1,625 square feet on the second floor of the building, as shown on Exhibit "B" attached hereto, for a term of sixty (60) months, beginning the 1st day of December, 2011, at an annual rental of One Hundred Twenty and no/100 (\$120,000.00) Dollars per lease year in monthly installments of Ten Thousand and no/100 (\$10,000.00) Dollars each, payable in advance, beginning on the 1st day of December, 2011, and continuing on the same day of each month thereafter during the term of the Lease; and,

WHEREAS, the Lessee desires to relinquish 1,235 square feet of the space as shown on Exhibit "B" attached hereto.

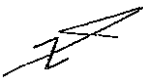
NOW, THEREFORE, in consideration of the premises, LESSOR and LESSEE hereby amend the Lease to delete the 1,625 square feet of space on the second floor of the building, as shown on Exhibit "B" attached hereto.

LESSOR and LESSEE agree that all terms and provision of the Lease as originally written shall be and remain in full force and effect as therein written, except as otherwise provided herein.

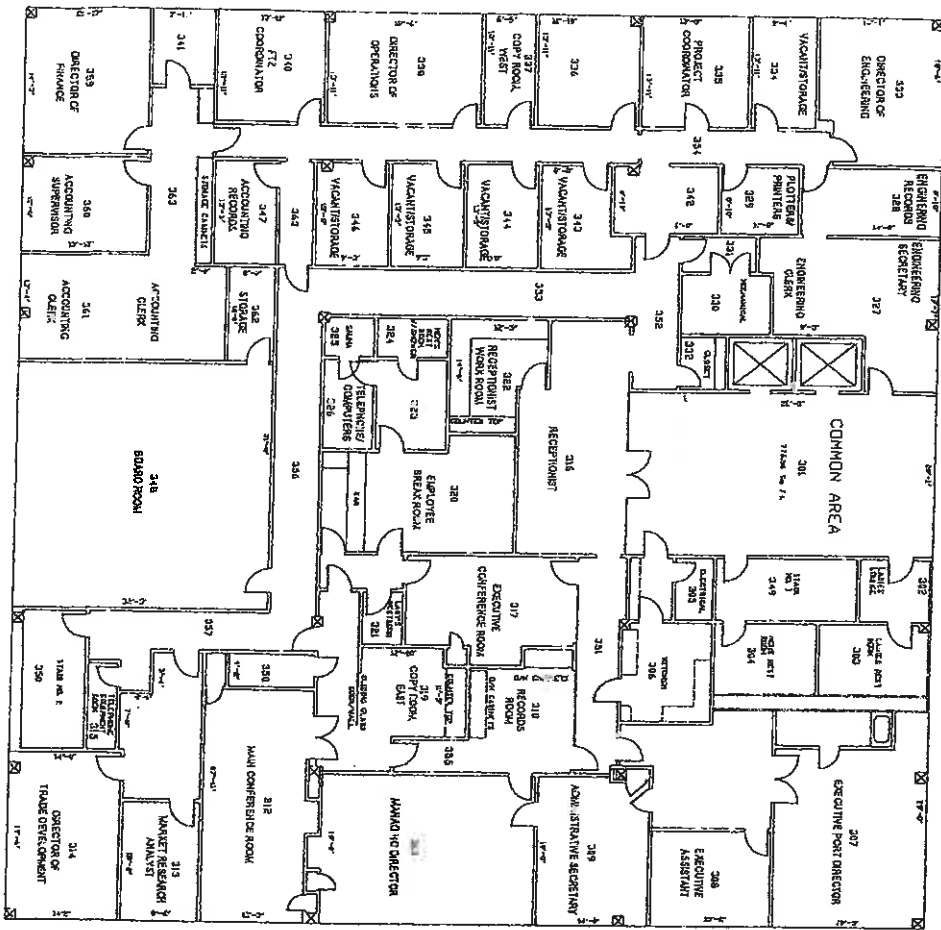
EXECUTED this ____ day of _____, 2014.

THE CITY OF FREEPORT, TEXAS, Lessor

By _____
Norma Moreno Garcia, Mayor



VACANT STORAGE
116-0' (s/e)



SECOND STREET

CHERRY STREET

| | | | |
|---------------------------------------|--------------------|-----------|----------------------------------|
| 800 WEST SECOND STREET, FREEPORT, TX. | | | |
| THIRD FLOOR PLAN - FINAL | | | |
| DESIGNED BY | W. D. H. KENNEDY | SHEET NO. | 0 |
| SCALE | 1/8" = 1'-0" | REV. | 0 |
| DATE | September 27, 1961 | TITLE | THIRD FLOOR PLAN - FREEPORT, TX. |

EXHIBIT - A

INVITATION TO SUBMIT SEALED PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, was awarded a generator grant under the Hazard Mitigation Grant Program (HMPG) and is interested in the purchase of two (2) emergency generators, one (1) for Fire Station #1 and one (1) for Fire Station #2, according to the below mentioned specifications. Mark each proposal Fire Station #1 FEMA-1999-DR-TX-040 or Fire Station #2 FEMA-1999-DR-TX-038.

SEALED PROPOSALS addressed to Christopher D. Motley, Assistant Fire Chief, by any person, firm or corporation desiring to sell these generators to the City will be received at the office of the City Manager located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on Wednesday, May 28, 2014, on which date and after 2:00 o'clock, p.m., but before 5:00 p.m., all such proposals will be opened and publicly read aloud. Any proposal received after 2:00 p.m. on such date will be returned unopened.

COPIES OF THE SPECIFICATIONS for these generators are available for public inspection at the office of the City Manager during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to the City Manager and payable to the order of the City of Freeport, OR an ACCEPTABLE PROPOSAL BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total proposal or \$1,000.00, whichever is less, must accompany any proposal as guarantee that, if awarded the contract, the person or entity making the proposal will enter into a contract with the City covering the purchase of the generators, or either of them, described in the proposal within ten (10) days from the above date.

The contract will be awarded to the LOWEST RESPONSIBLE PROPOSER OR to the PROPOSER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

The City RESERVES the right to REJECT ANY AND ALL PROPOSALS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the proposal.

The City is aware of the time and effort a proposer will expend in preparing and submitting a proposal to the City. Please let us know if any requirements in the specifications cause you difficulty in preparing your proposal. The City wants to make the process as easy and convenient as possible so that all responsible vendors can compete for the City's business.

BY ORDER OF THE CITY COUNCIL this ____ day of _____, 2014.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 14 days before date of meeting at which proposals are to be opened and read aloud.



FREEPORT FIRE & EMS
131 East Fourth Street
P.O. Box 3356
Freeport, Texas 77541
(979) 233-2111

Brian Davis
Chief
Christopher Motley
Deputy Chief
Billywayne Shoemaker
Deputy Chief

March 25, 2014

RE: FEMA Generator Grant Station #1 & #2

Dear Honorable Mayor Norma Garcia:

The City of Freeport was awarded a generator grant under the Hazard Mitigation Grant Program (HMPG) project under the CFDA 97-039 for the Texas major disaster declaration FEMA-1999-DR-TX-040 (Fire Station #1) and FEMA-1999-DR-TX-038 (Fire Station #2).

In the January 21, 2014 City of Freeport Council meeting, this FEMA grant was approved and bid date set. The RFP did not receive an official bid by the closing date.

In order to precede forward a new bid date must be set. I recommend that the City of Freeport set the closing of a sealed proposal deadline for May 28, 2014.

Respectfully,

Christopher D. Motley

Cc: Brian Davis, Fire Chief
Gilbert Aripse, Assistant City Manager

REQUEST FOR PROPOSAL

The enclosed **REQUEST FOR PROPOSAL (RFP)** and accompanying **SPECIFICATIONS** are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

Emergency Generator for Fire Station #1

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

10:00 A.M., Wednesday, May 28, 2014

MARK ENVELOPE:

"Fire Station #1"

FEMA-1999-DR-TX-040

RETURN PROPOSAL TO:

CITY OF FREEPORT

200 WEST 2ND STREET

FREEPORT, TEXAS 77541

ATTN: CHRISTOPHER MOTLEY

THE CITY OF FREEPORT appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be returned unopened. Opening is scheduled at City Hall, 2nd Floor 200 West 2nd Street, Freeport, Texas as listed above. You are invited to attend. Proposals will be declared responsive or non-responsive at that time, but will not be open to public review until evaluations are completed.

THE CITY OF FREEPORT is aware of the time and effort you expend in preparing and submitting bids and proposals to the city. Please let us know of any requirements causing you difficulty in responding. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the city's business.

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover. All proposals shall be marked Generator Set for Fire Station #2. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall include the following information at a minimum:

- a) **Proposal Document** - This request for Proposal Document signed by a responsible party (Form) .
- b) **Description of Capabilities** - Detailed description of capabilities as requested.
- c) **Fee Schedule –Cost**
- d) **Generator Sales, Installation, and Maintenance Experience** – Relative information on Provider’s response to business.
- e) **Firm Qualifications-** Description of vendor’s staff, locations of staff, staff capabilities, and roles.
- f) **References** - References including municipal agencies and/or local businesses with contact names and description of the work.
- g) **Affidavit and Questionnaire** – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) **Insurance** – Minimum Insurance qualifications listed below.
- i) **Financial Capability** – Financial Assurance, Bonding and Credit credentials as listed below.
- j) **NIMS Compliance** - Employee training and operations.

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

1.3 Copies: An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFP.

1.4 Addenda: Proposers will be notified in writing of any change in the specifications contained in this RFP. It is the sole responsibility of the PROPOSER to assure that they have received the entire Request for Proposal and any addenda.

1.5 Clarifications: No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Freeport. No employee of the City of Freeport, other than the person designated herein, is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.7 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 Denial of Reimbursement: The City of Freeport will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Freeport for the purpose of influencing consideration of this proposal.

1.10 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.11 Right of Negotiation: The City of Freeport reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.12 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Freeport and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Freeport, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

1.14 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Freeport when received. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable in the Open Records Act.

1.15 Basis of Award: Proposals will be evaluated according to the following criteria:

1. Company Experience on Similar Sized Projects – 10%
2. Staff Qualifications and Emergency Generator/Transfer switch systems Experience - 30 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 20 %
5. Cost of Services Proposed - 30 %

1.16 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. Questions regarding this request for proposal should be directed to:

City of Freeport, Chris Motley; 979-233-3526 Ext. 130

1.17 Contract: The contract between the City of Freeport and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP, including any resultant negotiation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Freeport reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.18 Contract Term: The contract term shall begin upon award at City of Freeport Council approval and shall continue for no more than the terms of the FEMA grant program.

1.19 Termination of Contract: The City of Freeport may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Freeport exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.

1.20 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

1.21 Use of Local Resources As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least 30% of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

1.22 Response to Emergency Not applicable for this RFP.

1.23 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of Freeport and is not entitled to participate in any employee benefits of the City of Freeport. Further, the City of Freeport shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of the City.

1.24 Place of Performance, Applicable Law and Venue. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

1.25 Waiver of Interest. The Proposer selected by the City of Freeport shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

1.26 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.27 Warranty of Authority If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section II: Financial Responsibilities & Capabilities

2.1 INSURANCE

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City to verify such coverage.

1. **Workers' Compensation** - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Freeport and its agents, employees and officials.
2. **Commercial General Liability** - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. **Business Automobile Liability** - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. **Professional Liability (Errors & Omissions)** - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

2.2 BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

Section III – Scope of Work

3.0 PURPOSE:

The City of Freeport is soliciting sealed proposals to provide Generator Set for Fire Station #2. It is the objective of this process to select a Proposer to sale and install a natural gas driven engine generator with an automatic transfer switch.

3.1 SCOPE OF SERVICES:

ENGINE DRIVEN GENERATOR SPECIFICATION

I. GENERAL

A. Scope of Work: It is the intent of this specification to secure an engine driven generator set that has been prototype tested, factory built, production tested, and site tested, together with all accessories necessary for a complete installation as shown on the plans and drawings and specified herein. All equipment shall be new and of current production by a firm which manufactures the generator and controls.

Acceptable Manufacturers: This specification is modeled around leading recognized industrial engine generator equipment. Products must be manufactured in the USA. Any alternate shall be submitted to the consulting engineer in writing at least 10 days prior to bid. Each alternate bid must list any deviations from this specification.

B. General Requirements: It is the intent of this specification to secure a generator system that has been tested during design verification, production and at the final job site. The generator set will be of the latest commercial design and will be complete with all of the necessary accessories for complete installation as shown on the plans, drawings, and specifications herein. The equipment supplied and installed shall meet the requirements of the National Electrical Code, along with all applicable local codes and regulations. All equipment shall be new and of current production of a national firm which manufactures the generator and controls, transfer switches, switchgear, and assembles the generator sets as a complete and coordinated system. There will be one source responsibility for warranty, parts, and service through a local representative with factory-trained servicemen. The factory distributor shall be within 50 miles of the final installed location.

C. Submittal: The submittal shall include: prototype test certification and specification sheets showing all standard and optional accessories to be supplied. schematic wiring diagrams. dimension drawings. interconnection diagrams identified by terminal number. Each required interconnection between the generator set, the transfer switch and the remote annunciator panel if it is included elsewhere in these specifications.

D. Testing: To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.

1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and preproduction models, which will not be sold, shall have been used for the following tests:

Maximum power (kW). Maximum motor starting (kVA) at 20% instantaneous voltage dip. Alternator temperature rise by embedded thermocouple and/or by resistance method per NEMA MG1-22.40 and 16.40. Governor speed regulation under steady-state and transient conditions. Voltage regulation and generator transient response. Fuel consumption at 1/4, 1/2, 3/4, and full load. Harmonic analysis, voltage waveform deviation, and telephone influence factor. Three-phase short circuit tests. Alternator cooling air flow. Torsional analysis to verify that the generator set is free of harmful torsional stresses. Endurance testing.

2. Production Tests:

Each generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include: Start Stop Test Single-step load pickup. Transient and steady—state governing. Safety shutdown device testing. Voltage Regulator Range Test. Rated Power @ 0.8 P.F Maximum Power.

Upon request, arrangements to either witness this test will be made, or a certified test record will be sent prior to shipment.

3. Site Tests:

An installation check, start-up, and building load test shall be performed by the manufacturer's local representative. The engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:

- Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
- Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, generator strip heaters, remote annunciator, etc.
- Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage and frequency, and phase rotation.
- Automatic start-up by means of simulated power outage to test remote- automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the test. An external load bank shall be connected to the system if sufficient building load is unavailable to load the generator to the nameplate kW rating.

E. Warranty and Maintenance:

The generator set shall be guaranteed against defective material and workmanship in accordance with the manufacturer's published warranty for five years from date of start-up. Optional warranties up to 10 years shall be available upon request.

The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization. This organization shall be regularly engaged in a maintenance contract program to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions, adjustment to the generator, transfer switch, and switchgear controls as required, and certification in the owner's maintenance log of repairs made and proper functioning of all systems.

II. ENGINE AND COMPONENTS

A. Equipment:

- The generator set shall be capable of this rating while operating in an ambient condition of 118 °F (47.8 °C) and 1500 feet above sea level
- Vibration isolators shall be provided between the engine-generator and heavy-duty steel base

B. Governing System:

ISOCHRONOUS ZERO SPEED DROOP GOVERNING SYSTEM:

The engine generator set shall be provided with a precision electronic governor of the constant speed type. The governor shall be capable of maintaining a steady state bandwidth of not more than $\pm 0.25\%$, at any constant load, from no load to full load. The governor shall maintain governed speed at 60 Hertz at any load, from no load to full load.

C. Engine:

The 415 cubic-inch-displacement engine shall deliver a minimum of 324 hp at a governed speed of 1800 rpm. The engine shall be equipped with the following:

- A 12 Volt positive engagement solenoid shift-starting motor.
- An automatic battery charging alternator with solid-state voltage regulation.
- A positive displacement, full pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain extended to outside the engine skid.
- A dry-type replaceable air cleaner elements for normal applications.
- (Gas Models Only) The turbocharged engine shall be fueled with natural gas and be supplied with a unit-mounted electric solenoid fuel shut-off valve, flexible fuel line, and secondary fuel pressure regulator. This generator unit shall be diesel powered per FEMA grant application.
- The engine shall have a minimum of 6 cylinders, and be liquid-cooled by a unit-mounted radiator, blower fan, water pump, and thermostats.

- This system shall properly cool the engine with up to 0.5 inches H₂O static pressure on the fan in an ambient temperature up to 118 °F (47.8 °C)

III. GENERATOR AND COMPONENTS

A. Generator:

| | | | |
|---------|-----------|------------|----------|
| kW: 200 | kVA: 240 | Volts: 240 | Phase: 3 |
| PF: .8 | Hertz: 60 | RPM: 1800 | |

The alternator shall be salient-pole, brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MG1-22.40 and 16.40) for Class H and be insulated with epoxy varnish to be fungus resistant per MIL 1-24092. Temperature rise of the rotor and stator shall be limited to NEMA Class F ratings. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 2% at any constant load from 0% to 100% of rating. The regulator must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operations; and be protected from the environment by conformal coating.

The generator set shall meet the transient performance requirements of ISO 8528-5, level G-2 .

The generator, having a single maintenance-free bearing, shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.

B. Controller:

The control panel shall be microprocessor based, password protected, with a Liquid Crystal Display for monitoring Engine, Generator and fault parameters. The control shall be mounted on the generator set for easy viewing by the operator. The control shall be suitable for the environment where the generator set is installed. The control shall have but not be limited to the features listed below.

Standards

- Control must meet NFPA-110 Level 1 requirements (2002 Edition) and must have an integral alarm horn as required by NFPA.NFPA-99 and NEC must also be accommodated. The generator set control must be listed under UL 508.
- The control must be usable on 12- or 24-volt starting systems.

Environment

- -40°C to +70°C operating temperature range
- 5-95% humidity, non condensing

Features

- Microprocessor based
- Password protected
- Flash memory
- Displays 18 engine/generator parameters
- Has user programmable analog sender inputs for oil pressure, coolant temperature and fuel level
- Controls engine starting and stopping
- Programmable engine cranking
- Programmable alarms and pre-alarms
- Programmable inputs (10)
- Programmable outputs (20)
- Remote annunciation via 2-wire communications
- UL Listed
- CSA Certified

OUTPUTS

Contact ratings: 30A @ 28Vdc make, break, and carry: crank, fuel solenoid,

pre-start 2A @24Vdc make, break, and carry: (2) programmable

MONITORED PARAMETERS

Generator

The following generator functions must be monitored: all output voltages—single phase, three phase, line to line, and line to neutral; all single phase and three phase currents; output frequency; system power factor; total instantaneous kilowatt loading

The control must be capable of detecting the following conditions, indicate if the condition will shutdown the generator or provide a warning, and annunciate the situation, using words and phrases, on the digital display.

| | | |
|-----------------------------------|--------------------------|---------------------|
| Engine | Oil pressure | Coolant temperature |
| Fuel level | Current (3 phases) | Battery voltage |
| Hours to next service | Total run time | Engine RPM |
| Generator Set Protection - Alarms | Low oil pressure | Overspeed Overcrank |
| Emergency stop button input | High coolant temperature | Sender failure |
| Low coolant level | Low fuel level | |

- Gas-proof, seamless, stainless steel, flexible exhaust bellows with (threaded NPT) or (ASA 125 LB Flange) connection.
- Flexible fuel line AGA rated 300°F and 100 psi ending in pipe thread.
- A dry contact kit containing a single relay for energized to run functions.

Remote Annunciator

2 Wire Remote Annunciator Panels:

Panel Components:

Audible alarm horn rated at 80 db

Surface or flush mounting

Lamp test and alarm silence switches

Analog panel requires 12, 24 volt DC; Digital panel requires 12, 24 volt DC or 120 volt AC power supply input

Conduit box with knockouts on top, bottom, and either side

Alarm conditions:

Switch not in auto; Low coolant level; High coolant temperature; Low oil pressure; Over-crank; Over-speed; Emergency stop; Fuel Leak; Sender failure

Pre-alarms that can be enabled: High coolant temperature; Low coolant temperature, Low oil pressure; Low fuel level; Battery over-voltage; Weak battery; Battery failure.

Other safety features displayed on panel are "display panel on" and "EPS supplying load"

Housings

WEATHERPROOF:

A weatherproof housing will be supplied which is of all steel construction for the mechanical and electrical equipment used with the engine generator system. The housing will be constructed of minimum 14 gauge steel and include fixed storm proof panels. The housing will be fully assembled at the factory and include bolted and welded construction. The muffler will be pre-mounted and include muffler clamps and brackets. The doors will give access for easy maintenance of the engine from both sides and control access from the end of the housing. All doors will be lift off hinged design and lockable. The design of the hinge will include stainless steel construction to ensure long life. The housing must be able to with stand wind speeds of 150 mph.

V. ENCLOSED TRANSFER SWITCH

Automatic transfer switches will not be required. In 2006, the fire station automatic transfer switch (ATS) was replaced with an ASCO 300. The Proposer will need to site verify the ATS to ensure compatibility of the ATS and proposed generator.

ATS Model

ASCO 300 – 600 Amp; 240 volt 60 Hz system (Cat No. J00300030600F 10C; Operators manual 381333-289

PART 1 GENERAL A. Transfer Switch

1.01 Scope

N/A

1.02 Acceptable Manufacturers

ASCO components and parts.

1.03 Codes and Standards

The automatic transfer switches and accessories shall conform to the requirements of:

- A. UL 1008 - Standard for Automatic Transfer Switches
- B. NFPA 70 - National Electrical Code
- C. NFPA 110 - Emergency and Standby Power Systems
- D. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- E. NEMA Standard ICS10-1993 (formerly ICS2-447) - AC Automatic Transfer Switches
- F. NEC Articles 700, 701, 702
- G. International Standards Organization ISO 9001

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone: Fax:

Email Address:

(4) Person who City of Freeport will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Freeport, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____

(City & State)

Name and Address of offeror:

Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named, _____ on this the _____ day of 20____

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Freeport is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

City of Freeport, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44CFR Part 13.35, the Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. City of Freeport may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed See Section 176.006, Local Government Code

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

City of Freeport

Addenda 1

Project: FEMA-1999-DR-TX-040 Fire Station #1

1.4 Addenda: Proposers will be notified in writing of any changes in the specifications contained in this RFP. It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal and any addenda.

Optional Scope of Work:

- A. The City of Freeport would like an option to purchase accessories to the automatic transfer switch and generator set.
- ASCO remote annunciator to be installed in the fire station. The location in the dispatch center area or electrical closet in the fire station.
 - Allow local or remote connectivity with the ASCO 300 along with monitor generator set. This includes client software and appropriate modules. The monitor capability will need to communicate to a base system to Freeport Fire Station #1 and send email/paging alarms. If available
- B. The City of Freeport will have the option to purchase a maintenance contract from engine maintenance of annual engine and fluid changes to complete monthly load testing services as it recognized in national standards. The options provided by the Proposer will be reviewed and determined which service is the best application and for the City of Freeport.

THE CITY OF FREEPORT is aware of the time and effort you expend in preparing and submitting bids and proposals to the city. Please let us know of any requirements causing you difficulty in responding. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the city's business.

REQUEST FOR PROPOSAL

The enclosed **REQUEST FOR PROPOSAL (RFP)** and accompanying **SPECIFICATIONS** are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

Emergency Generator Set for Fire Station #2

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

10:00 A.M., Wednesday, May 28, 2014

MARK ENVELOPE:

"Fire Station #2"

FEMA 4029-DR-TX-038

RETURN PROPOSAL TO:

CITY OF FREEPORT

200 WEST 2ND STREET

FREEPORT, TEXAS 77541

ATTN: CHRISTOPHER MOTLEY

THE CITY OF FREEPORT appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be returned unopened. Opening is scheduled at City Hall, 2nd Floor 200 West 2nd Street, Freeport, Texas as listed above. You are invited to attend. Proposals will be declared responsive or non-responsive at that time, but will not be open to public review until evaluations are completed.

THE CITY OF FREEPORT is aware of the time and effort you expend in preparing and submitting bids and proposals to the city. Please let us know of any requirements causing you difficulty in responding. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the city's business.

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover. All proposals shall be marked Generator Set for Fire Station #2. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall include the following information at a minimum:

- a) **Proposal Document** - This request for Proposal Document signed by a responsible party (Form) .
- b) **Description of Capabilities** - Detailed description of capabilities as requested.
- c) **Fee Schedule** –Cost
- d) **Generator Sales, Installation, and Maintenance Experience** – Relative information on Provider’s response to business.
- e) **Firm Qualifications**- Description of vendor’s staff, locations of staff, staff capabilities, and roles.
- f) **References** - References including municipal agencies and/or local businesses with contact names and description of the work.
- g) **Affidavit and Questionnaire** – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) **Insurance** – Minimum Insurance qualifications listed below.
- i) **Financial Capability** – Financial Assurance, Bonding and Credit credentials as listed below.
- j) **NIMS Compliance** - Employee training and operations.

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

1.3 Copies: An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFP.

1.4 Addenda: Proposers will be notified in writing of any change in the specifications contained in this RFP. It is the sole responsibility of the PROPOSER to assure that they have received the entire Request for Proposal and any addenda.

1.5 Clarifications: No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Freeport. No employee of the City of Freeport, other than the person designated herein, is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.7 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 Denial of Reimbursement: The City of Freeport will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Freeport for the purpose of influencing consideration of this proposal.

1.10 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.11 Right of Negotiation: The City of Freeport reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.12 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Freeport and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Freeport, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

1.14 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Freeport when received. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable in the Open Records Act.

1.15 Basis of Award: Proposals will be evaluated according to the following criteria:

1. Company Experience on Similar Sized Projects – 10%
2. Staff Qualifications and Emergency Generator/Transfer switch systems Experience - 30 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 20 %
5. Cost of Services Proposed - 30 %

1.16 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. Questions regarding this request for proposal should be directed to:

City of Freeport, Chris Motley; 979-233-3526 Ext. 130

1.17 Contract: The contract between the City of Freeport and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP, including any resultant negotiation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Freeport reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.18 Contract Term: The contract term shall begin upon award at City of Freeport Council approval and shall continue for no more than the terms of the FEMA grant program.

1.19 Termination of Contract: The City of Freeport may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Freeport exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.

1.20 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

1.21 Use of Local Resources As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least 30% of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

1.22 Response to Emergency Not applicable for this RFP.

1.23 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of Freeport and is not entitled to participate in any employee benefits of the City of Freeport. Further, the City of Freeport shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of the City.

1.24 Place of Performance, Applicable Law and Venue. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

1.25 Waiver of Interest. The Proposer selected by the City of Freeport shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

1.26 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.27 Warranty of Authority If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section II: Financial Responsibilities & Capabilities

2.1 INSURANCE

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City to verify such coverage.

1. **Workers' Compensation** - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Freeport and its agents, employees and officials.
2. **Commercial General Liability** - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. **Business Automobile Liability** - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. **Professional Liability (Errors & Omissions)** - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

2.2 BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

Section III – Scope of Work

3.0 PURPOSE:

The City of Freeport is soliciting sealed proposals to provide Generator Set for Fire Station #2. It is the objective of this process to select a Proposer to sale and install a natural gas driven engine generator with an automatic transfer switch.

3.1 SCOPE OF SERVICES:

ENGINE DRIVEN GENERATOR SPECIFICATION

I. GENERAL

A. Scope of Work: It is the intent of this specification to secure an engine driven generator set that has been prototype tested, factory built, production tested, and site tested, together with all accessories necessary for a complete installation as shown on the plans and drawings and specified herein. All equipment shall be new and of current production by a firm which manufactures the generator and controls.

Acceptable Manufacturers: This specification is modeled around leading recognized industrial engine generator equipment. Products must be manufactured in the USA. Any alternate shall be submitted to the consulting engineer in writing at least 10 days prior to bid. Each alternate bid must list any deviations from this specification.

B. General Requirements: It is the intent of this specification to secure a generator system that has been tested during design verification, production and at the final job site. The generator set will be of the latest commercial design and will be complete with all of the necessary accessories for complete installation as shown on the plans, drawings, and specifications herein. The equipment supplied and installed shall meet the requirements of the National Electrical Code, along with all applicable local codes and regulations. All equipment shall be new and of current production of a national firm which manufactures the generator and controls, transfer switches, switchgear, and assembles the generator sets as a complete and coordinated system. There will be one source responsibility for warranty, parts, and service through a local representative with factory-trained servicemen. The factory distributor shall be within 50 miles of the final installed location.

C. Submittal: The submittal shall include: prototype test certification and specification sheets showing all standard and optional accessories to be supplied. schematic wiring diagrams. dimension drawings. interconnection diagrams identified by terminal number. Each required interconnection between the generator set, the transfer switch and the remote annunciator panel if it is included elsewhere in these specifications.

D. Testing: To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.

1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and preproduction models, which will not be sold, shall have been used for the following tests:

Maximum power (kW). Maximum motor starting (kVA) at 20% instantaneous voltage dip. Alternator temperature rise by embedded thermocouple and/or by resistance method per NEMA MG1-22.40 and 16.40. Governor speed regulation under steady-state and transient conditions. Voltage regulation and generator transient response. Fuel consumption at 1/4, 1/2, 3/4, and full load. Harmonic analysis, voltage waveform deviation, and telephone influence factor. Three-phase short circuit tests. Alternator cooling air flow. Torsional analysis to verify that the generator set is free of harmful torsional stresses. Endurance testing.

2. Production Tests:

Each generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include: Start Stop Test Single-step load pickup. Transient and steady—state governing. Safety shutdown device testing. Voltage Regulator Range Test. Rated Power @ 0.8 P.F Maximum Power.

Upon request, arrangements to either witness this test will be made, or a certified test record will be sent prior to shipment.

3. Site Tests:

An installation check, start-up, and building load test shall be performed by the manufacturer's local representative. The engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:

- Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
- Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, generator strip heaters, remote annunciator, etc.
- Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage and frequency, and phase rotation.
- Automatic start-up by means of simulated power outage to test remote- automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the test. An external load bank shall be connected to the system if sufficient building load is unavailable to load the generator to the nameplate kW rating.

E. Warranty and Maintenance:

The generator set shall be guaranteed against defective material and workmanship in accordance with the manufacturer's published warranty for five years from date of start-up. Optional warranties up to 10 years shall be available upon request.

The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization. This organization shall be regularly engaged in a maintenance contract program to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions, adjustment to the generator, transfer switch, and switchgear controls as required, and certification in the owner's maintenance log of repairs made and proper functioning of all systems.

II. ENGINE AND COMPONENTS

A. Equipment:

- The generator set shall be capable of this rating while operating in an ambient condition of 118 °F (47.8 °C) and 1500 feet above sea level
- Vibration isolators shall be provided between the engine-generator and heavy-duty steel base

B. Governing System:

ISOCHRONOUS ZERO SPEED DROOP GOVERNING SYSTEM:

The engine generator set shall be provided with a precision electronic governor of the constant speed type. The governor shall be capable of maintaining a steady state bandwidth of not more than $\pm 0.25\%$, at any constant load, from no load to full load. The governor shall maintain governed speed at 60 Hertz at any load, from no load to full load.

C. Engine:

The 275 cubic-inch-displacement engine shall deliver a minimum of 85 hp at a governed speed of 1800 rpm. The engine shall be equipped with the following:

- A 12 Volt positive engagement solenoid shift-starting motor.
- An automatic battery charging alternator with solid-state voltage regulation.
- A positive displacement, full pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain extended to outside the engine skid.
- A dry-type replaceable air cleaner elements for normal applications.
- (Gas Models Only) The turbocharged engine shall be fueled with natural gas and be supplied with a unit-mounted electric solenoid fuel shut-off valve, flexible fuel line, and secondary fuel pressure regulator.
- The engine shall have a minimum of 8 cylinders, and be liquid-cooled by a unit-mounted radiator, blower fan, water pump, and thermostats.

- This system shall properly cool the engine with up to 0.5 inches H2O static pressure on the fan in an ambient temperature up to 118 °F (47.8 °C)

III. GENERATOR AND COMPONENTS

A. Generator:

| | | | |
|--------|-----------|----------------|----------|
| kW: 60 | kVA: 87.5 | Volts: 120/480 | Phase: 3 |
| PF: .8 | Hertz: 60 | RPM: 1800 | |

The alternator shall be salient-pole, brushless, 12-lead reconnect able, self-ventilated of drip-proof construction with a mortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MG1-22.40 and 16.40) for Class H and be insulated with epoxy varnish to be fungus resistant per MIL 1-24092. Temperature rise of the rotor and stator shall be limited to NEMA Class F ratings. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 2% at any constant load from 0% to 100% of rating. The regulator must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operations; and be protected from the environment by conformal coating.

The generator set shall meet the transient performance requirements of ISO 8528-5, level G-2.

The generator, having a single maintenance-free bearing, shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.

B. Controller:

The control panel shall be microprocessor based, password protected, with a Liquid Crystal Display for monitoring Engine, Generator and fault parameters. The control shall be mounted on the generator set for easy viewing by the operator. The control shall be suitable for the environment where the generator set is installed. The control shall have but not be limited to the features listed below.

Standards

- Control must meet NFPA-110 Level 1 requirements (2002 Edition) and must have an integral alarm horn as required by NFPA.NFPA-99 and NEC must also be accommodated. The generator set control must be listed under UL 508.
- The control must be usable on 12- or 24-volt starting systems.

Environment

- -40°C to +70°C operating temperature range
- 5-95% humidity, non-condensing

Features

- Microprocessor based
- Password protected
- Flash memory
- Displays 18 engine/generator parameters
- Has user programmable analog sender inputs for oil pressure, coolant temperature and fuel level
- Controls engine starting and stopping
- Programmable engine cranking
- Programmable alarms and pre-alarms
- Programmable inputs (10)
- Programmable outputs (20)
- Remote annunciation via 2-wire communications
- UL Listed
- CSA Certified

OUTPUTS

Contact ratings: 30A @ 28Vdc make, break, and carry: crank, fuel solenoid,

Pre-start 2A @24Vdc make, break, and carry: (2) programmable

MONITORED PARAMETERS

Generator

The following generator functions must be monitored: all output voltages—single phase, three phase, line to line, and line to neutral; all single phase and three phase currents; output frequency; system power factor; total instantaneous kilowatt loading

The control must be capable of detecting the following conditions, indicate if the condition will shut down the generator or provide a warning, and annunciate the situation, using words and phrases, on the digital display.

| | | |
|-----------------------------------|--------------------------|----------------------------|
| Engine | Oil pressure | Coolant temperature |
| Fuel level | Current (3 phases) | Battery voltage |
| Hours to next service | Total run time | Engine RPM |
| Generator Set Protection - Alarms | Low oil pressure | over speed over crank |
| Emergency stop button input | High coolant temperature | Sender failure |
| Low coolant level | Low fuel level | |

Generator Set Protection - Pre-Alarms:

| | | |
|--------------------------|-------------------------|----------------------------|
| Low oil pressure | Low battery voltage | Maintenance interval timer |
| High coolant temperature | Low coolant temperature | High battery voltage |
| Fuel leak | Weak battery | Low fuel level |
| Battery charger failure | | |

Timers:

Engine cool down: 0 to 60 minutes

Engine maintenance: 0 to 5000 hours

Pre-Alarms time delays: week and low battery voltage: 1-10 seconds

Alarm time delays

Over speed: 0-500ms

Sender failure: 0-10 seconds

Arming delays after crank disconnect: Low oil pressure: 5-15 seconds, High coolant temperature: 50-150 seconds, Pre-crank delay: 0-30 seconds

System Programming

It must be possible to disable programming so the system can only be monitored.

It shall be possible to program the control with the controller keypad or using an IBM compatible personal computer.

Programming access must be password protected.

The following must be programmable from the controller keypad:

Time delay settings: enable times for auxiliary inputs; engine start; engine cool down; crank on and crank pause time

Trip point settings: high battery voltage, low battery voltage, over speed

IV. ACCESSORIES

A. Accessories:

- Line circuit breaker of 200 amperes, 3 poles, and 240 volt rated N3R enclosure, UL molded case type, generator mounted.
- Engine block heater. Thermostatically controlled and sized to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA-99 and NFPA-110, Level 1.
- Battery rack, and battery cables, capable of holding the manufacturer's recommended batteries, shall be supplied.
- A 12-Volt lead-antimony battery(ies) capable of delivering the manufacturer's recommended minimum cold-cranking Amps required at 0°F, per SAE Standard J-537, shall be supplied.
- Battery Charger - 12Volt, 6 AMP dual rate float charger
- The engine exhaust silencer shall be coated to be temperature and rust resistance, rated for critical application. The silencer will reduce total engine exhaust noise by 25-35 dB(A).

- Gas-proof, seamless, stainless steel, flexible exhaust bellows with (threaded NPT) or (ASA 125 LB Flange) connection.
- Flexible fuel line AGA rated 300°F and 100 psi ending in pipe thread.
- A dry contact kit containing a single relay for energized to run functions.

Remote Annunciator

2 Wire Remote Annunciator Panels:

Panel Components:

Audible alarm horn rated at 80 db

Surface or flush mounting

Lamp test and alarm silence switches

Analog panel requires 12, 24 volt DC; Digital panel requires 12, 24 volt DC or 120 volt AC power supply input

Conduit box with knockouts on top, bottom, and either side

Alarm conditions:

Switch not in auto; Low coolant level; High coolant temperature; Low oil pressure; Over-crank; Over-speed; Emergency stop; Fuel Leak; Sender failure

Pre-alarms that can be enabled: High coolant temperature; Low coolant temperature, Low oil pressure; Low fuel level; Battery over-voltage; Weak battery; Battery failure.

Other safety features displayed on panel are "display panel on" and "EPS supplying load"

Housings

WEATHERPROOF:

A weatherproof housing will be supplied which is of all steel construction for the mechanical and electrical equipment used with the engine generator system. The housing will be constructed of minimum 14 gauge steel and include fixed storm proof panels. The housing will be fully assembled at the factory and include bolted and welded construction. The muffler will be pre-mounted and include muffler clamps and brackets. The doors will give access for easy maintenance of the engine from both sides and control access from the end of the housing. All doors will be lift off hinged design and lockable. The design of the hinge will include stainless steel construction to ensure long life. The housing must be able to with stand wind speeds of 150 mph.

V. ENCLOSED TRANSFER SWITCH

A. Transfer Switch

Automatic transfer switches will be supplied with UL No. 1008 approval. The switch will be of double throw design mechanically and electrically interlocked, mechanically held and mounted in a NEMA I enclosure.

PART 1 GENERAL

1.01 Scope

Furnish automatic transfer switch (ATS) with number of poles, amperage, voltage, as shown: 200 amp, 3 pole, 240 volt. Each automatic transfer shall consist of an inherently double throw power transfer switch unit and a microprocessor controller, interconnected to provide complete automatic operation. All transfer switches and control panels shall be the product of the same manufacturer.

1.02 Acceptable Manufacturers

Automatic transfer switches shall be Asco 300.

1.03 Codes and Standards

The automatic transfer switches and accessories shall conform to the requirements of:

- A. UL 1008 - Standard for Automatic Transfer Switches
- B. NFPA 70 - National Electrical Code
- C. NFPA 110 - Emergency and Standby Power Systems
- D. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- E. NEMA Standard ICS10-1993 (formerly ICS2-447) - AC Automatic Transfer Switches
- F. NEC Articles 700, 701, 702
- G. International Standards Organization ISO 9001

PART 2 PRODUCTS

2.01 Mechanically Held Transfer Switch

A. The transfer switch unit shall be electrically operated and mechanically held. The electrical operator shall be a single-solenoid mechanism, momentarily energized. Main operators which include overcurrent disconnect devices will not be accepted. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.

B. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.

C. All main contacts shall be silver composition. Switches rated 600 amperes and above shall have segmented, blow-on construction for high withstand current capability and be protected by separate arcing contacts.

- D. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual operating handle shall be provided for maintenance purposes. The handle shall permit the operator to manually stop the contacts at any point throughout their entire travel to inspect and service the contacts when required.
- E. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- F. Where neutral conductors must be switched, the ATS shall be provided with fully-rated neutral transfer contacts.
- G. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully-rated AL-CU pressure connectors shall be provided.

2.02 Microprocessor Controller with Membrane Interface Panel

- A. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and inherent serial communications capability. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- B. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers.
- C. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
1. ANSI C37.90A/IEEE 472 Voltage Surge Test
 2. NEMA ICS – 109.21 Impulse Withstand Test
 3. IEC801-2 Electrostatic discharge (ESD) immunity
 4. ENV50140 and IEC 801 – 3 Radiated electromagnetic field immunity
 5. IEC 801 – 4 Electrical fast transient (EFT) immunity
 6. ENV50142 Surge transient immunity
 7. ENV50141: Conducted radio-frequency field immunity
 8. EN55011: Group 1, Class A conducted and radiated emissions
 9. EN61000 –4 – 11 Voltage dips and interruptions immunity

2.03 Enclosure

- A. The ATS shall be furnished in a NEMA type 1 enclosure unless otherwise shown on the plans.
- B. Provide strip heater with thermostat for Type 3R enclosure requirements.
- C. Controller shall be flush-mounted display with LED indicators for switch position and source availability. It shall also include test and time delay bypass switches.

PART 3 OPERATION

3.01 Voltage and Frequency Sensing

- A. The voltage of each phase of the normal source shall be monitored, with pickup adjustable to 95% of nominal and dropout adjustable from 70% to 90% of pickup setting.
- B. Single-phase voltage and frequency sensing of the emergency source shall be provided.

3.02 Time Delays

- A. An adjustable time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals.
- B. An adjustable time delay shall be provided on transfer to emergency, adjustable from 0 to 5 minutes for controlled timing of transfer of loads to emergency.
- C. An adjustable time delay shall be provided on retransfer to normal, adjustable to 30 minutes. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable.
- D. An adjustable time delay shall be provided between sources (neutral delay) of 0-30 seconds.
- D. A 5-minute cool down time delay shall be provided on shutdown of engine generator.
- E. All adjustable time delays shall be field adjustable without the use of tools.

3.03 Additional Features

- A. A set of gold-flashed contacts rated 10 amps, 32 VDC shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.
- B. A push-button type test switch shall be provided to simulate a normal source failure.
- C. A push-button type switch to bypass the time delay on transfer to emergency, the engine exerciser period on the retransfer to normal time delay whichever delay is active at the time the push-button is activated.
- D. Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for remote contacts which open to inhibit transfer to emergency and/or retransfer to normal.
- E. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact, closed, when the ATS is connected to the emergency source.
- F. Indicating lights shall be provided, one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red). Also provide indicating lights for both normal and emergency source availability.
- G. Terminals shall be provided to indicate actual availability of the normal and emergency sources, as determined by the voltage sensing pickup and dropout settings for each source.
- H. Engine Exerciser - An engine generator exercising timer shall be provided, including a selector switch to select exercise with or without load transfer.
- I. Time Delay Neutral. The function shall control transfer so that reactive loads have time to decay, and shall not require external control of power sources. The time delay shall be specifically designed for and be the product of the ATS manufacturer.
- J. Selective Load Disconnect - A double throw contact shall be provided to operate after a time delay, adjustable to 20 seconds prior to transfer and reset 0 to 20 seconds after transfer. This

contact can be used to selectively disconnect specific load(s) when the transfer switch is transferred. Output contacts shall be rated 6 amps at 28 VDC or 120 VAC.

PART 4 ADDITIONAL REQUIREMENTS

4.01 Withstand and Closing Ratings

A. The ATS shall be rated to close on and withstand the available rms symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans. WCR ATS ratings as be as follows when used with specific circuit breakers:

| ATS Size | Withstand & Closing Rating | MCCB | With Current Limiting Fuses | |
|-----------|----------------------------|----------|-----------------------------|---------|
| 30-200 | ----- | 22,000A | ----- | 200,000 |
| 225-400 | ----- | 42,000A | ----- | 200,000 |
| 2600-3000 | ----- | 100,000A | ----- | 200,000 |

4.02 Tests and Certification

A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.

PART 5 AUTOMATIC TRANSFER SWITCH WARRANTY:

MANUFACTURER'S PRODUCT PERIOD OF WARRANTY:

The automatic transfer switch shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 5 year or 5000 hours. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. The warranty period shall commence when the standby system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided.

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone: Fax:

Email Address:

(4) Person who City of Freeport will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Freeport, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____
(City & State)

Name and Address of offeror:

Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named, _____ on this the _____ day of 20_____

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Freeport is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

City of Freeport, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44CFR Part 13.35, the Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. City of Freeport may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

City of Freeport

Addenda 1

Project: FEMA-4029-DR-TX-038 Fire Station #2

1.4 Addenda: Proposers will be notified in writing of any changes in the specifications contained in this RFP. It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal and any addenda.

Optional Scope of Work:

- A. The City of Freeport would like an option to purchase accessories to the automatic transfer switch and generator set.
 - ASCO remote annunciator to be installed in the fire station. The location in the dispatch center area or electrical closet in the fire station.
 - Allow local or remote connectivity with the ASCO 300 along with monitor generator set. This includes client software and appropriate modules. The monitor capability will need to communicate to a base system to Freeport Fire Station #1 and send email/paging alarms. If available, the client software needs to remotely connect to an iPhone application.

- B. The City of Freeport will have the option to purchase a maintenance contract from engine maintenance of annual engine and fluid changes to complete monthly load testing services as it recognized in national standards. The options provided by the Proposer will be reviewed and determined which service is the best application and for the City of Freeport.

THE CITY OF FREEPORT is aware of the time and effort you expend in preparing and submitting bids and proposals to the city. Please let us know of any requirements causing you difficulty in responding. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the city's business.

City Council Request

Council Meeting Date April 7, 2014
 Name of Organization City of Freeport
 Name of Event Riverfest
 Date of Event April 25-26, 2014
 Type of Event Festival

On behalf of the organization I represent I am requesting your permission to allow us to do the following in Municipal Park:

The Parks Department has reviewed the noted requests.

We forward our recommendations for your consideration and approval.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Sell alcohol on specified date | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| security provided by: <u>Freeport Police Dept</u> | | |
| <input checked="" type="checkbox"/> Have a public dance | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Provide own agency to be used: <u>Freeport Police Dept</u> | | |
| <input type="checkbox"/> Erect temporary fencing | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| <input type="checkbox"/> Charge a general admission fee | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| <input type="checkbox"/> Close or use lanes on streets within the City (see map attached showing affected streets.) | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| <input checked="" type="checkbox"/> Have fireworks display | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Other: _____ | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| Other: _____ | <input type="checkbox"/> yes | <input type="checkbox"/> no |

Thank you for your assistance.

Sincerely,

Riverfest Committee
 Organization Representative

3/28/14
 Date

Thank you.

Sincerely,

Larry Fawcett
 Director-Parks & Recreation

3/31/14
 Date

**Freeport League
P.O.Box 3214
Freeport, Texas 77542
Phone: 979-233-0651**

March 29, 2014

To: Mayor and City Council

From: The Freeport League

The Freeport League requests the City Council to waive Carnival & Health permits fees.

**Sincerely,
Charles Way**



The BCHCC is requesting approval for the Cinco de Mayo Parade on Saturday, May 3rd starting at 11:00 am. The parade will start at the Freeport Museum, 311 East Park Ave and end at Baywoods Parking lot. We will also need police officers to please assist in the road closers during the parade time.

Gina Aguirre Adams
President/CEO
Brazoria County Hispanic Chamber of Commerce

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Veolia Water ("Veolia") and the City of Freeport, TX ("City"). The intent is to reiterate recent changes in regulations pertaining to the City's wastewater system infrastructure and outline work necessary to maintain compliance. By signing this MOU, both parties agree in principle to the elements outlined in the MOU, and will work together in good faith to complete the steps necessary to maintain environmental regulatory compliance as specified by the Texas Commission on Environmental Quality ("TCEQ").

Background

In October 2013, the TCEQ conducted a compliance investigation of the City's wastewater system infrastructure, and as a result, noted deficiencies in that infrastructure. That same month, TCEQ wrote a letter offering SSI participation, and asking the City to sign a Notice of Intent to proceed with plans to correct the deficiencies. The City signed the Notice of Intent on November 25, 2013. In a follow-up letter dated December 16, 2013, TCEQ confirmed the City's participation in the program, and set a deadline for completion of a finalized SSO plan of May 16, 2014. In March of 2014, the City approached Veolia about writing the plan.

The plan will likely include commercial connections to the system such as Oyster Creek. It is important to note the following:

- a. With regard to the current contract with Veolia, this constitutes a change in law, and an issued SSO Agreement from the Enforcement Division of TCEQ is equivalent to a new round of permitting.
- b. Anything that is written into the SSO plan becomes a reportable parameter for 10 years (same as wastewater discharge permit parameters).
- c. TCEQ will exercise automatic enforcement for any Plan actions not completed as scheduled.

The City needs a written SSO plan which details how much the City is going to commit to spending in recurring Operation and Maintenance costs as well as Capital costs over the next 10 years for SSO control. In addition, the City is required to identify funding sources for the program.

Proposed Action

Veolia will prepare a written plan as required by TCEQ based on specific information from the City with regard to funding sources to include in the plan. Veolia will also provide the Underground Asset (UGAM) services necessary to comply with the written plan as part of the scope change. The City will develop a fee schedule to cover the cost of these services and comply with the SSO plan.

By signing this MOU, all parties agree they understand the issues outlined, and are willing to move forward with the proposed actions.

Signed

Mayor, City of Freeport

City Manager, City of Freeport

VP Operations, Veolia Water

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), entered into as of the ___ day of _____ 20___, between _____ an _____ corporation with its principal office located at _____, hereinafter referred to as "Client " and Veolia Water North America Operating Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with its principal business located at 101 W. Washington St., Suite 1400 East, Indianapolis, IN 46204, hereinafter referred to as "Contractor".

WITNESSETH THAT:

WHEREAS, Client desires to enter into this Agreement with Contractor providing for services to the extent and upon the terms and conditions hereinafter set forth, and

WHEREAS, said Contractor is willing to enter into this Agreement with respect to its services upon the terms and conditions and hereinafter set forth, specifically to provide consulting services related to the preparation of a Sanitary Sewer Initiative Plan (the "Project").

NOW, THEREFORE, in consideration of the premises, covenants, and conditions hereinafter provided, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

Contractor shall, as an independent contractor and not as an employee or agent of Client, provide consulting and related services to Client in connection with the Project as outlined in Contractor's Proposal dated April 4, 2014, attached hereto as Exhibit A, hereinafter referred to as the "Services". Any extension or change order requests shall be submitted in writing to Client and will only be considered where strong evidence exists to show that events outside of the Contractor's control and which were not reasonably foreseeable at the Proposal stage.

ARTICLE II - PAYMENTS

For Services enumerated under this Agreement, Client agrees to pay and Contractor agrees to accept compensation and the payment terms outlined as follows:

Contractor shall be paid a firm fixed fee of \$18,250.00 for the Services performed and supplies necessary to perform the Services. Contractor shall submit an invoice as soon as practicable after the Project is completed. Invoices so submitted shall be paid within thirty (30) days after receipt by Client.

ARTICLE III - TERM

The Agreement shall be effective as of _____, and shall continue for a term not to exceed _____. Each party reserves the right to terminate this Agreement for any reason at any time upon giving five (5) calendar days written notice to the other party. Notice shall be delivered by certified mail (return receipt requested), by any other commercial delivery service which delivers to the noticed destination and provides proof of delivery to the sender or delivered in person to the other party.

ARTICLE IV – LIMITATION OF LIABILITY

IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CLIENT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER CONTRACTOR WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

Contractor's limit of liability under this Agreement shall in no event exceed the total payments made by Client to Contractor.

ARTICLE V – NOTICES

All notices, statements, or payments to be made under this Agreement shall be made to the parties respectively at the following addresses, or at such other latest address designated in writing by the other party for such purposes:

If to Client:

If to Contractor: Veolia Water North America Operating Services, LLC
200 E. Randolph St., Suite 7900
Chicago, IL 60601
Attn: General Counsel

Payments to Contractor by Client shall be by check payable to Contractor addressed to Contractor's address.

ARTICLE VI - GENERAL

The parties hereto acknowledge and agree that Contractor is an independent contractor and that nothing in this Agreement is intended to cause Contractor or any of its agents to be an employee, partner, fiduciary, agent, legal representative, partner or servant of Client for any purpose whatsoever. Neither shall Contractor or its agents act as agent for Client. Contractor and its agents have no authority to bind Client to any contract or other obligation.

Contractor hereby acknowledges and agrees that at no time will its agents be eligible for or included in any insurance or any other type of employee benefit plan or program of Client and that at no time will it make a claim for any benefits under any of such plans or programs.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of laws principles.

Contractor shall comply with and continue to comply with all Federal, state and local laws, rules, ordinances, codes and regulations including, but not limited to, all laws regulating the conduct of Services.

This Agreement is the entire agreement between the parties hereto in reference to any employment of said Contractor by Client, and no oral statements, agreement, or representations not included in this Agreement shall have any force and effect. Neither this Agreement, nor any terms hereof, may be terminated, amended, modified, waived or supplemented orally, but only with an instrument in writing executed by the parties. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first stated above.

Client
By: _____
Name:
Title:
Date:

Veolia Water North America Operating Services, LLC
By: _____
Name:
Title:
Date:

EXHIBIT A

1. Prepare the City of Freeport's Sanitary Sewer Initiative (SSI) written plan for submittal to the TCEQ on or before May 16, 2014.
2. Work directly and meet with the TCEQ Regional Office as needed in development of the City's Sanitary Sewer Initiative plan.
3. Develop the scope and tasks of the SSI plan for implementation over a five (5) year period.
4. Detail the City of Freeport's current sanitary sewer operations and maintenance program and how it will change over five (5) years with the term of the SSI plan.
5. Develop the SSI performance measures the City of Freeport will report annually to the TCEQ.
6. Develop the SSI reporting document the City of Freeport will submit annually to the TCEQ.
7. Develop the SSI funding measures the City of Freeport will report annually to the TCEQ.
8. Develop the SSI operations and maintenance performance data the City of Freeport will report annually to the TCEQ.
9. Develop the SSI system evaluation and rehabilitation reporting documents to the TCEQ.
10. Develop the City of Freeport's SSI public education and outreach program.
11. Develop the SSI Fats, Roots, Greases and Oil program and reporting to TCEQ.



Norma Moreno Garcia
Mayor

Michelle Kent
Councilmember
Mayor Pro Tem
Ward A

Fred Bolton
Councilmember
Ward B

Sandra Loeza
Councilmember
Ward C

Sandra Barbree
Councilmember
Ward D

Jeff Pynes
Chief Executive Officer
City Manager

Gilbert Arisp
Assistant City Manager

INTERNAL MEMORANDUM:

April 2, 2014

To: Mr. Jeff Pynes, City Manager

From: Bob Welch, Finance Director

Subject: Financing cost for the purchase of (2) Kiosk

The enclosed schedule Kiosk Financing and Cash Flow Summary shows the annual lease payments of \$11,118.00 to Government Capital to finance the purchase of two Kiosk.

This is a five year lease purchase option with the Kiosks used as collateral and the monthly payments would equal \$926.52.

The annual financing will be paid from revenue collections from the Court Security and Technology Funds totaling \$8,800.00 per year and the beginning fund balances in each account.

The enclosed proposal from Tyler Technologies shows an initial investment of \$8,000.00 to purchase the software needed to add the (2) kiosk to our accounting system. The annual maintenance fee for this additional software is \$2,625.00 per year.

Please contact me if you need any additional information or have any questions.



CITY OF FREEPORT
 KIOSK FINANCING AND CASH FLOW SUMMARY

| | |
|--|---------|
| PAYMENTS TERMS- (2) KIOSK | 5 -YEAR |
| COLLATERAL OPTION | ASSET |
| CASH BALANCES-SECURITY & TECHNOLOGY FUND BALANCE 9-30-13 | 11,912 |
| ANNUAL REVENUE FYE 9-30-14 | 8,800 |
| CASH BALANCES AT SEPTEMBER 30, 2014 | 20,712 |
| MONTHLY PAYMENT: | 927 |

| | | | | | | |
|---------|---|--|--|--|--|----------|
| YEAR 1: | BEGINNING CASH BALANCES | | | | | 20,712 |
| | ANNUAL REVENUES-COURT SECURITY & TECHNOLOGY FUNDS | | | | | 8,800 |
| | ANNUAL LEASE PAYMENTS (2) KIOSK - | | | | | (11,118) |
| | CASH BALANCES AT YEAR END | | | | | 18,394 |

| | | | | | | |
|---------|---|--|--|--|--|----------|
| YEAR 2: | BEGINNING CASH BALANCES | | | | | 18,394 |
| | ANNUAL REVENUES-COURT SECURITY & TECHNOLOGY FUNDS | | | | | 8,800 |
| | ANNUAL LEASE PAYMENTS (2) KIOSK - | | | | | (11,118) |
| | CASH FUND BALANCES AT YEAR END | | | | | 16,076 |

| | | | | | | |
|---------|---|--|--|--|--|----------|
| YEAR 3: | BEGINNING CASH BALANCES | | | | | 16,076 |
| | ANNUAL REVENUES-COURT SECURITY & TECHNOLOGY FUNDS | | | | | 8,800 |
| | ANNUAL LEASE PAYMENTS (2) KIOSK - | | | | | (11,118) |
| | CASH FUND BALANCES AT YEAR END | | | | | 13,758 |

| | | | | | | |
|---------|---|--|--|--|--|----------|
| YEAR 4: | BEGINNING CASH BALANCES | | | | | 13,758 |
| | ANNUAL REVENUES-COURT SECURITY & TECHNOLOGY FUNDS | | | | | 8,800 |
| | ANNUAL LEASE PAYMENTS (2) KIOSK - | | | | | (11,118) |
| | CASH FUND BALANCES AT YEAR END | | | | | 11,440 |

| | | | | | | |
|---------|---|--|--|--|--|----------|
| YEAR 5: | BEGINNING CASH BALANCES | | | | | 11,440 |
| | ANNUAL REVENUES-COURT SECURITY & TECHNOLOGY FUNDS | | | | | 8,800 |
| | ANNUAL LEASE PAYMENTS (2) KIOSK - | | | | | (11,118) |
| | CASH FUND BALANCE AT YEAR END | | | | | 9,122 |

Payment Kiosks - Indoor / Outfacing

Please complete & email or fax to us

| | |
|-------------------|--|
| Company: | |
| Contact: | |
| Title: | |
| PO#: | |
| Email: | |
| Date: | |
| Signature: | |



77"Hx19"Wx14"D
200 lbs



60"Hx26"Wx21"D
500 lbs



AdComp Systems / TELeasy
www.teleasy.com
www.adcompsystems.com
877-275-7694
Fax: 877-767-9747
sales@adcompsystems.com

Indoor cabinet

**Outfacing w/ safe
Rear collection &
maintenance**

| No. | Item | Qty | Unit \$ | Price \$ | Qty | Unit \$ | Price \$ | Remarks |
|---|---|-----|---------|--------------|---------------------------------|---------|--------------|---|
| 1 | Base Kiosk with touchscreen, Credit Card reader, Receipt Printer. Secure steel powder coated kiosks with locks. | 1 | 5957 | 5957 | 1 | 8935 | 8935 | Kiosk cabinets have the ability to be bolted to the floor or wall for added security. |
| 2 | Bill Acceptor (US) | | 900 | 0 | 0 | 900 | 0 | 1000 bill capacity |
| 3 | Bill Dispenser - 2 denomination - each | 0 | 2800 | 0 | 0 | 2800 | 0 | Only if bill change is to be given. |
| 4 | Additional Multimedia Display screen with media controller | 0 | 1167 | 0 | Not available for outdoor kiosk | | | |
| 5 | Check imager / reader | 1 | 2390 | 2390 | 1 | 2390 | 2390 | |
| 6 | Basic Payment Kiosk Software to accept cash, credit cards and check payments. | 1 | 2000 | 2000 | 1 | 2000 | 2000 | |
| 7 | Advanced Payment Kiosk Software to update payments in real time. | 2 | 4500 | 9000 | 2 | 4500 | 9000 | Charged per department. eg: utilities / courts etc. Your software management company may charge additional API fees - we can't control that. |
| 8 | 5 Denomination coin manager | 0 | 1371 | 0 | 0 | 1371 | 0 | accept and dispense coins only for court payments |
| 9 | Security Cameras - in the safe and outfacing | 0 | 1143 | 0 | 0 | 1143 | 0 | |
| Hardware / Software TOTAL | | | | 19347 | | | 22325 | |
| 10 | Annual remote Support / Reporting / | | | 3869 | | | 4465 | Support Guidelines are attached. |
| 11 | Onsite setup, configuration & training (upto 2 days).Does not include travel. | 0 | 1200 | 0 | 0 | 1200 | 0 | Physical install of kiosk to be done by customer's contractor. |
| GRAND TOTAL | | | | 23216 | | | 26790 | |
| 3yr financing - approximate monthly cost | | | | 714 | | | 824 | Financing Available Through Landon Newton Government Capital Corp. 800-883-1199 landon@govcap.com |
| 5yr financing - approximate monthly cost | | | | 441 | | | 509 | |
| 7 year financing - approximate monthly cost | | | | 325 | | | 375 | |

All orders are confirmed with a PO# and a 75% advance payment.
 Shipping and Handling is not included. Taxes if applicable are not included.



March 27, 2014

City of Freeport, TX.

Whom it may concern,

Thank you for the opportunity to proposed financing for City of Freeport, Texas. I understand you are acquiring two (2) new kiosk, and are interested in utilizing financing. I am submitting for your review the following proposed financing structure:

| | |
|----------------------|---|
| LENDER: | Government Capital Corporation |
| ISSUER: | City of Freeport, TX. |
| FINANCING STRUCTURE: | Tax Exempt Financing |
| EQUIPMENT COST: | \$50,006.00 |
| INTEREST RATE: | 4.247% |
| TERMS: | <u>60 Monthly Payments</u> |
| PAYMENTS: | \$926.52 |
| FIRST PAYMENT DUE: | One month after signing documents. |

The above terms are subject to qualifications under 265(b)3 of the Internal Revenue Code, underwriting approval and mutually acceptable documentation. Proposed funding considers the total cost of borrowing including escrow fees and issuance costs. Terms subject to change if funding occurs more than 14 days from proposal date.

If you have any questions regarding other payment terms, frequencies or conditions, please call me at (800)-883-1199.

Landon Newton
Government Capital Corp
817-421-5400



Proposal - Web Services for Court and Utility Kiosk
Local Government Division

Presented to:

Betty Wells
Court Clerk
City of Freeport
200 W 2nd St
Freeport, TX 77541-5773
(979) 233-3526
bwells@freeport.tx.us

Proposal date:

March 17, 2014

Submitted by:

Robin Reeves
(800) 646-2633
robin.reeves@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary
Betty Wells
City of Freeport
March 17, 2014



Proposal Valid for 120 days

Investment Breakdown

| Software | Investment | Annual Fees |
|--|-------------------|--------------------|
| License Fees (Existing Customer) | 8,000 | 2,625 |
| | 8,000 | 2,625 |
| Professional Services | | |
| | Investment | |
| Implementation Services (Existing Customers) | - | |
| | - | |
| | | |
| Project Total | 8,000 | 2,625 |

Software Licenses

Betty Wells
City of Freeport
March 17, 2014



| Application Software | QTY | Hours | License Fee | Estimated Services | Annual Maintenance |
|--|-------|----------|-------------|--------------------|--------------------|
| Incode Customer Relationship Management Suite | | | 8,000 | | 2,625 |
| Incode CRM Web Services for Court Kiosk | 4,000 | Included | | | |
| Incode CRM Web Services for Utility Kiosk | 4,000 | Included | | | |
| Incode Application Subtotal | | | 8,000 | | 2,625 |
| Application and System Software Total | | | 8,000 | | 2,625 |

Freeport Parks & Recreation Department

April 4, 2014

To: Jeff Pynes, City Manager
From: Larry Fansher, Parks & Recreation
RE: Set Date to receive Mowing Bids

I am recommending a bid date of April 29, 2014 to be set to receive bids for the renewal of contracted mowing services for areas currently being serviced. These areas include certain right-of-ways and parks areas identified in the bid specs.

CITY OF FREEPORT

November 1, 2010

NOTICE TO BIDDERS

Notice is hereby given that the City of Freeport will receive sealed bids for the following items:

Contract Mowing, Grounds Care, Flowerbed Maintenance

Bids will be received until 2:00 P.M., MONDAY, November 22, 2010 at which time they will be publicly opened and read. The bid award will be made at a regularly scheduled meeting of the City of Freeport City Council. Bid information and specifications may be obtained from the City of Freeport Secretary's office at City Hall.

A pre-bid conference will be held at 10:00 A.M., Tuesday, November 16, 2010 at the Freeport Parks Department, Visitor Center located at 500 Brazosport Blvd, Freeport, Texas.

All bids will be marked "SEALED BID – "CONTRACT GROUNDS CARE", on the outside of a completely sealed envelope and submitted to the City Secretary, 200 W. 2nd St., Freeport, Texas 77541.

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the bid.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to said Board and payable to the order of said City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with said City covering the mowing, grounds care and flowerbed maintenance within ten (10) days from the date the bid is awarded by the City Council.

Delia Munoz
City of Freeport
200 W. 2nd St.
Freeport, Texas 77541
979/233-3526

ADS RUN NOVEMBER 6, 2010 & NOVEMBER 13, 2010
PRE-BID MEETING TUESDAY NOVEMBER 16TH, 2010
BID OPEN TUESDAY, NOVEMBER 22ND, 2010

BID INVITATION

CITY SECRETARY'S OFFICE

City of Freeport
200 W. 2nd St.
Freeport, Tx. 77541
(979) 233-3526 x 120

ITEM(S) OUT FOR BID:

CONTRACT "GROUNDS CARE"

DATE:

November 1, 2010

BID NAME:

CONTRACT GROUNDS CARE

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until **2:00 p.m., Monday, November 22, 2010** at the Conference Room, Freeport City Hall, Freeport, Tx. 77541, at which time they will be publicly opened and read.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the City Secretary, City of Freeport, 200 W. 2nd St., Freeport, Tx. 77541. **NO BID WILL BE ACCEPTED VIA FAX.**
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Freeport, Texas, delivered to the floor of the location indicated.
5. The City of Freeport, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Freeport, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Freeport, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Freeport, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The City of Freeport assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Freeport Secretary.
11. Any attempt to negotiate on the contents of this bid with the City of Freeport or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.
13. The City of Freeport, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at anytime prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Freeport City Manager.

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1.00 Standard Terms and Conditions

The City of Freeport, Texas desires to enter into a contract with reliable firm(s) to furnish "**Contract Mowing, Grounds Care and Landscaping Maintenance**" in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Freeport reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.01 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Freeport's interpretation shall govern.

- A. Bids shall be submitted to the following address:

City of Freeport
200 W. 2nd St.
Freeport, Tx. 77541
Attn: Delia Munoz, City Secretary
Sealed Bid – CONTRACT MOWING/GROUNDS CARE

- B. **Pre - Bid Conference: Tuesday, November 16th, 2010 at 10:00 A.M.**

- C. The Bidder must complete and return to the City Secretary's office, attached to this specification the "Bid Compliance Certification" form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**

- D. **One (1)** signed original and **One (1)** electronic version of the bid must be submitted. The original must be unbound. The electronic version of the proposal must be provided in Adobe Acrobat format written to a single CD-ROM. The electronic version of the proposal must be an exact duplicate of the original hard copy proposal and both must comply with the format requirements of this Bid.

- E. Proof of Insurance should be attached as a part of the bid.

- F. **Four (4)** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

- G. To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact:

City of Freeport City Secretary
Delia Munoz
(979) 233-3526

1.02 Funding

Funds for payment have been provided through the City of Freeport budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Freeport fiscal year shall be subject to budget approval by the City Council.

1.03 Late Bids

Bids received in the City Secretary's Office after the submission deadline will be considered void and unacceptable. The City of Freeport is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City of Freeport City Secretary's Office shall be the official time of receipt.

1.04 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.05 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.06 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.07 Sales Tax

The City of Freeport is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.08 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.09 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidder's ability to comply with the contract.

1.10 Split Award

The City of Freeport reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

1.11 Delivery

All delivery and freight charges (FOB City of Freeport designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Freeport assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.12 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.13 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Freeport, shall constitute a contract equally binding between the successful bidder and the City of Freeport. No invoices will be paid prior to acceptance of contract by City of Freeport.

1.14 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.15 Purchase Order

A purchase order shall be provided by the City of Freeport to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Freeport will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.16 References

The City of Freeport requests bidder to supply with this bid, a list of **four (4)** references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.17 Conflict of Interest

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

1.18 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Freeport. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.19 Insurance

The successful bidder shall comply with the insurance requirements marked below.

Successful bidder shall maintain:

Comprehensive General Liability Insurance, including contractual liability that meets the requirements of the State of Texas.

- A. Bodily Injury and Accidental Death \$1,000,000 per occurrence minimum
- B. Property Damage \$1,000,000 per occurrence minimum

Comprehensive Automobile Liability Insurance:

- A. Personal Injury and Accidental \$1,000,000 per occurrence minimum
- B. Property Damage \$500,000 per occurrence minimum

The City of Freeport shall be named as an additional insured on policies marked above.

Each insurance policy required above shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Freeport by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Complete Worker's Compensation and Employee's Liability Insurance in accordance with State of Texas laws and regulations shall be maintained during the life of this contract.

A valid certificate or certificates of insurance verifying each of the coverage's required above shall be issued directly to the City of Freeport within (10) business days after contract award by the successful bidder's insurance agent of record or insurance company. The certificates of insurance shall be sent to:

City of Freeport
 Loni Kershaw
 Human Resources Dept.
 200 W. 2nd St.
 Freeport, Texas 77541

If required, failure to provide valid certificate of insurance within time period allowed shall be cause for termination of this contract by the City.

Bidder and bidders insurance carrier waive any and all rights whatsoever with regard to subrogation against the City of Freeport as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this contract.

1.20 Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.21 Descriptions

Specifications may reference established practices, standards, or techniques used in the industry. It is the intent of the City of Freeport to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of performance to meet a pre-established standard of quality. Bidders may offer services of equal quality; and the burden of proof of such quality rests with them. The City of Freeport shall act as sole judge in determining quality and acceptability of services offered.

1.22 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport. Addenda will be mailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

1.23 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.24 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.25 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.26 Termination of Contract

The City of Freeport reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet performance schedules;
- Defaults in the performance of required duties;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Freeport may have in law or equity. Bidder, in submitting this bid, agrees that City of Freeport shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.27 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Freeport shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Freeport, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.28 Patent/Copyrights

The successful bidder agrees to protect City of Freeport from claims involving infringements of patents and/or copyrights.

1.29 Invoices

Invoices submitted for payment shall be addressed to City of Freeport, Accounts Payable and shall reference the City of Freeport approved purchase order number. Periodic (monthly) payments will be made within 30 days receipt of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.30 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.31 Samples

When requested, samples shall be furnished to City of Freeport at no charge.

1.32 Law Governing and Venue

This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the bid.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to said Board and payable to the order of said City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with said City covering the mowing, grounds care and flowerbed maintenance within ten (10) days from the date the bid is awarded by the City Council.

1.33 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Freeport.

1.34 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.35 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

1.36 Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site. A copy of the City's Substance Abuse Guidelines may be obtained from the Human Resources Department.

2.00 City Responsibilities

2.01 Contract Administrator

Under this contract, the City of Freeport has designated the **Parks Director** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrators will serve as liaison between the City of Freeport City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the Parks Director.

Larry Fansher, Parks Director
lfansher@freeport.tx.us
979/233-3306

2.02 Payment to the Contractor

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements. Billing shall be allowed in quarterly increments per item should inclement weather prevent complete performance of a job, and then only upon a visual inspection by the Parks Supervisor. Payment will be issued within 30 days of receiving invoices.

2.03 Performance Changes due to Change in Scope of Maintenance

After the completion of contract commencement, should any contract area change significantly in scope of performance, such that it significantly impacts the quantity or quality of work performed by the contractor, the City shall make allowance for Contractor to submit a new bid price to be re-considered by the Council of the City of Freeport.

3.00 Minimum Specifications for Contract Mowing:

Comply

3.01 Factors Considered in Awarding Bid

Price will not be the only consideration in making award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendor's past performance, communication and follow-through, and city's evaluation of the vendor's ability. Bidders who have established history of poor service and poor quality may be excluded from consideration.

Yes No

3.02 Contract Duration

This contract will become effective upon the issuance of a work order by the City and will extend for a period of one year or until contract funds are expended, or when in the City's interest, maintenance is not being performed to the maximum quality expected, whichever occurs first.

Yes No

This contract is renewable for a period of up to three additional one year periods upon approval of the City Manager and the City Council. If the contract is renewed, a 2% increase in price will be allowed.

3.03 Contract Commencement

The Contractor will be given written notice when to begin mowing. The contractor will be given the number of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.

Yes No

3.04 Primary Responsibility

The Contractor shall not sub-contract any portion of this contract.

Yes No

3.05 Measurement

The unit of measurement for all sites, regardless of classification, is **per visit**.

Yes No

3.06 Herbicide/Pesticide Licensure

The Contractor shall maintain a Structural Pest Control Board of Texas, or Texas Department of Agriculture Pesticide Applicator license, and shall provide a copy of this license to the City.

Yes No

3.07 Contractor Accidents/Damage

Responsibility

The Contractor will be solely responsible for damages that may occur to any or all City facilities and structures (trees, shrubs, sprinkler heads, pipes, gates, or fences, etc.), property of citizens (automobiles, fences, windows, etc.), or contractor equipment (mowing, trucks, etc.).

Yes No

Reporting

All accidents must be reported within 48 hours to the City of Freeport Parks Supervisor. Citizens shall be contacted within 24 hours by Contractor once notified by City. City shall be notified of status of claim weekly until resolved. Failure to resolve claim to the satisfaction of the City shall be ground for termination of contract.

Yes No

Repairs/Replacement

Contractor-induced damage to trees, plants, shrubs, or turf shall be rightfully corrected at the contractor's expense. Trees or shrubs shall be replaced with like materials. Damage due to herbicide misuse, equipment contact, or hand damage of said plant materials shall be corrected.

Yes No

Sand leveling and repairs of turf ruts from contractor equipment shall be required immediately.

3.08 Employee Uniform

All Contractor employees are required to wear a company issued shirt and cap that identifies the Contractor by name and the employee by name.

Yes No

3.09 Safety Requirements

Personal Protective Equipment

All employees who are working on an esplanade or within ten (10) feet of a city street must wear an orange safety vest. All employees shall wear protective eyewear meeting the Z89.1 safety specification when operating motorized equipment.

Yes No

Traffic Work Zones

The Contractor is required to provide and utilize all necessary traffic directional safety equipment, such as traffic safety cones, traffic warning and safety signs, barricades, or barriers, etc. All devices must comply with the "Texas Manual on Uniform Traffic Control Devices", published by the Texas Department of Transportation. In addition, the use of a flag man will only be allowed where use of all other devices is inadequate to effectively warn oncoming vehicles. If Contractor needs to barricade a street or part of a street or impede traffic in any way, at least (3) days prior to this need, he shall submit a traffic safety plan to the Parks Director for approval. Contractor shall not barricade a street or part of a street or impede traffic without the city's approval.

Yes No

3.10 Mowing Time Limits

The Contractor shall begin specified mowing within seven (7) days after the date of written Notification to begin work and shall continuously prosecute same with such diligence as will enable to work to be completed within the designated number of working days specified. The contractor shall notify the Parks Supervisor at least twenty-four (24) hours before beginning work.

Yes No

3.11 Working Day

Comply

A working day is defined as a calendar day, not including Sundays or legal holidays authorized in the work order, in which weather or other conditions not under the control of the Contractor will permit mowing for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. When seven (7) hours of mowing cannot be performed, a charge shall not occur against the contract working time. Work on Sunday will not be permitted except in cases of extreme emergency and then only with the permission of the Parks and Recreation Director.

Yes No

Failure to consistently complete mowing in the working days specified by the Parks Department may result in the termination contract.

Yes No

3.12 Weather

Mowing will not be permitted, nor will a charge be incurred against the contract, when in the opinion of the Parks Supervisor, soil or weather conditions are such that a Park or Median will be damaged. The contractor shall endeavor to resume and maintain the allotted scheduled frequency to the best of their ability for that month following adverse weather. If agreed upon minimum frequency for that given month cannot be maintained, the Contractor shall forfeit responsibility for maintenance and billing of the affected time period for that month.

Yes No

3.13 Job Completion, Inspections, and Meetings

Job Completion

Contractors are to follow the schedule included. All jobs are to be completed within the specified week as outlined unless otherwise approved by the appropriate City Supervisor. With approval of the City, schedule may be flexed to handle unforeseen schedule issues.

Yes No

Inspections

The City shall inspect mowing locations to verify quality of work performed and shall notify the contractor within twenty-four (24) hours of inspection of unacceptable performance. Contractor shall respond within twenty four (24) hours and correction shall be made within seventy-two (72) hours. In the event no inspection notification is received by the Contractor the Contractor shall assume that performance was acceptable and payment will be approved.

Yes No

Meeting

Monthly or upon request, a Landscape Supervisor employed by the Contractor shall tour all contracted properties with the Parks Supervisor.

Yes No

3.14 Litter Removal

The Contractor shall immediately remove and properly dispose of any debris and litter found in the park area or median. This shall be done immediately before mowing. Mowed grass shall be removed from sidewalks, road areas, and landscaped beds immediately after mowing.

Yes No

Comply

3.15 Mowing Height

Mowers shall be adjusted for a cutting height not greater than 2 inches. Where hand trimming is required, the grass shall be cut to a height as determined by the Parks & Recreation Department.

Yes No

3.16 Equipment Safety Requirements

All equipment shall be operated in compliance with the manufacturer's, contractor's, and City's recommended safety guidelines,

Comply

3.161 Guards, Chains, Shields, Deflectors

All equipment shall contain the proper original manufacturers or approved third parties' safety guards, shields, safety chains, or debris deflectors. All mowers shall be outfitted with mulching plates to deflect and deter thrown grass or foreign objects. Trimmers and edger's shall have all proper belt guards, blade guards, or like devices in place. Tractor mowing decks, if used, shall have safety chains, pto guards, and all safety devices in proper working condition.

Yes No

3.162 Individual Equipment Operation and Employee Training

All equipment operators shall be properly trained in the safe operation of the equipment and shall be personally responsible for their individual and coworker safety, as well as the safety of public passers-by and vehicular traffic.

Yes No

4.00 Operating Specifications

4.01 Standard Operating Procedures for Contractor Litter Control

Task: Litter, Limb, and Debris Removal
Frequency: Each Visit
Procedure:

Comply

4.011 Inspect and remove litter, limbs, and debris from grounds of parks, facilities, parkways, medians and landscape beds.

1. Inspect and remove at litter and debris before mowing and place into bags.

Yes No

4.02 Standard Operating Procedures for Mowing Operations

Task: Mowing
Frequency: Each Visit
Procedure:

4.021. Inspect and ensure safe and proper machine condition, operation and use.

1. Discharge chutes are to remain attached and down in a protective position during operation.
2. Discharge chutes are to be aimed away from on-coming traffic, pedestrians, or vehicles where practicable.
3. Mowers shall be removed from operation in school zone areas during zone operation times.

Yes No

4.03 Standard Operating Procedures for Line Trimming & Edging

Task: Line Trimming & Edging
Frequency: Each Visit
Procedure:

4.031 Line Trimming

1. Line trimming shall be performed around all obstacles to a height equal to or less than the height of all mowed areas.
2. Line trimming shall be performed around all fences and ground obstacles.
3. Line trimming shall be performed at all street curb joints to prevent weed growth into the street.

Yes No

4.032 Edging

1. Edging shall be performed on all curbs and sidewalks. All streets, sidewalks, and curbs shall have cut materials removed by either blowing or sweeping removal of cuttings. Material shall not be blown into street or drainage inlets.

Yes No

4.04 Standard Operating Procedures for Contractor Bed and Bern Maintenance

Task: Bed & Bern Maintenance

Frequency: Each Visit

Procedure:

Comply

| | | | |
|-------|--|--------------|-------------|
| 4.041 | <u>Remove Litter</u> 1. Inspect and remove litter from decorative beds and grounds on each visit. 2. Place litter into bags and dispose of into dumpster. | _____ Yes | _____ No |
| 4.042 | <u>Remove Weeds</u> 1. Remove weeds, volunteer trees, and grasses from established beds by hand, without harming established bedding plants. 2. Hand removed plants shall not be thrown onto the ground and mowed over. | _____ Yes | _____ No |
| 4.043 | <u>Chemically Treat for Remaining Weeds</u> 1. Post-emergent treatment Decorative beds shall be treated with an appropriate post-emergent chemical (such as glyphosate, or roundup) using a touch applicator or backpack sprayer with wand shroud only , according to manufacturer's instructions. 2. Pre-emergent treatment Decorative beds shall be treated with a granular or liquid pre-emergent chemical according to manufacturer's instructions, if needed, up to four times per year . | _____ Yes | _____ No |
| 4.044 | <u>Edge & Define Bed Borders</u> 1. Weed eat or edge bed borders to redefine edges and inhibit further invasive growth by unwanted weeds or grasses. 2. Remove loose or leftover materials immediately and dispose of properly. | _____ Yes | _____ No |
| 4.045 | <u>Trim Shrubs & Decorative Plants at each visit as needed</u> 1. Shrubs and decorative plants achieving growth significant enough to escape the confines of decorative beds, or found to impede the proper flow of pedestrian traffic on sidewalks are to be trimmed so as to maintain growth to within the borders of the decorative bed. 2. All trimming techniques must be to standard industry practice, with all cuts taking branches back to a main growth unit or trunk. Hedge trimming and de-heading of flowering plants shall be excluded from this requirement, and are therefore outlined in item 7 below. 3. Shaped shrubs must be trimmed in a manner consistent with existing plant shape. 4. Dead or diseased branches are to be removed to promote regenerative growth and vigor of the remaining plant. 5. Where complete death of shrub or plant has occurred, the affected plant is to be removed immediately or at the next most opportune time, with replacement to be performed by the City. 6. All roots are to be removed as best possible to a depth of at least six (6) inches below soil grade, and appropriate soil, mulch, or other like fill is to be used to blend the repaired area into the existing bed design. 7. Wedge trimming shall be utilized to maintain in an "as-is" condition upon time of maintenance assumption. 8. Flowering plants, bulbs, or native flowers are to have their spent heads removed following bloom production and only after wilt of bloom has started . | _____ Yes | _____ No |
| 4.046 | <u>Use of Fertilizers is Prohibited</u> 1. No fertilizers of any type are to be used by contract maintenance in bedding areas. | _____ Yes | _____ No |

4.05 Standard Operating Procedures for Mowing Operations

Task: Tree Trimming and Sago Palm Care
Frequency: Each Visit As Needed
Procedure:

- 4.051. Trim low-hanging limbs to ensure maximum mower access to tree trunk areas.
1. Trim all low-hanging limbs protruding into operator equipment and reach zone. (Typically within six feet of ground). Yes No
- 4.052. Remove pups from Sago Palms trunks
1. Remove pups from Sago palms using a hand trowel or other similar tool at every visit as needed. Yes No

SPECIFICATIONS FOR MOWING LOCATION

5.01 Maintenance Areas:

- 5.011 Memorial Park
Includes all grounds and flowerbed work on Park Ave between Second St. & Fourth St. (including the two flowerbeds in front of the Freeport Museum on the East side of Park Street).
- 5.012 200 Blk to 600 Blk of Second Street
Includes grounds in the Right of Ways between curb and sidewalk between Oak St. and the railroad trestle west side (both sides of roadway)
- 5.013 Second Street Medians
Includes grounds in the median from 288 to Yaupon. Includes Right-Of-Ways on the North side of Second Street from Arbutus to Yaupon and the South side of Second from CVS to Yaupon
- 5.014 1800 Blk of Fourth Street North side
Includes all Right-of-Way grounds between curb and sidewalk from 288 to Dixie Drive (one side of roadway)
- 5.015 Hwy 288
Includes all Right-of-Way grounds from Hwy 36 Bridge to Fourth Street on medians and selected Right of Way areas (both sides of 288)
- 5.016 Hwy 288
Includes all Right-of-Way grounds and flowerbeds from Second Street to Victoria Street (both sides of highway and on medians)
- 5.017 Hwy 288
Includes all Right-of-Way grounds and flowerbeds from Victoria Street to Chlorine Road (both sides of highway including median)
- 5.018 Gulf Blvd.
Includes all Right-of-Way grounds from 288 to Velasco Blvd. (both sides of roadway)
- 5.019 Velasco Blvd.
Includes all Right-of-Way grounds from Gulf Blvd. to Ave A (both sides of roadway)

CONTRACTOR REFERENCES

| | |
|----------------|--------------------|
| Customer Name: | |
| Contact: | Title |
| Address: | Phone No.: |
| Scope of Work: | Length of Service: |

| | |
|----------------|--------------------|
| Customer Name: | |
| Contact: | Title |
| Address: | Phone No.: |
| Scope of Work: | Length of Service: |

| | |
|----------------|--------------------|
| Customer Name: | |
| Contact: | Title |
| Address: | Phone No.: |
| Scope of Work: | Length of Service: |

| | |
|----------------|--------------------|
| Customer Name: | |
| Contact: | Title |
| Address: | Phone No.: |
| Scope of Work: | Length of Service: |

| | |
|----------------|--------------------|
| Customer Name: | |
| Contact: | Title |
| Address: | Phone No.: |
| Scope of Work: | Length of Service: |

CITY OF FREEPORT SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Freeport, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model
No. _____

EXCEPTIONS TO SPECIFICATIONS (If Any)

| Item No. | Explanation |
|---|-------------|
| <input style="width: 100%; height: 100%;" type="text"/> | |
| <input style="width: 100%; height: 100%;" type="text"/> | |
| <input style="width: 100%; height: 100%;" type="text"/> | |
| <input style="width: 100%; height: 100%;" type="text"/> | |
| <input style="width: 100%; height: 100%;" type="text"/> | |
| <input style="width: 100%; height: 100%;" type="text"/> | |

The above item as detailed per specifications and any exceptions if offered (check one):

Without exceptions
 With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Freeport, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

BID PROPOSAL

“Approximate Monthly Visits” signify the estimated number of monthly visits expected. Price should be provided based on a per visit charge for work to be performed. Service times are subject to change based on funding levels.

| 5.01 INDIVIDUAL PRICES | | Planned Visits | |
|------------------------|---|----------------------------|----------------|
| Item No. | Item Description | Approximate Monthly Visits | Cost per Visit |
| 5.011 | Memorial Park (Park Ave – 2 nd St. to 4 th Streets) | 4 | \$ |
| 5.012 | 600 Blk. Second St. - Right of Way from Railroad Trestle to Oak St. (curb to sidewalk only) | 2 | \$ |
| 5.013 | Second St. Medians – 288 to Yaupon | 4 | \$ |
| 5.014 | 1800 Blk. Of Fourth St. North side – Dixie to Hwy 288 (curb to Oleanders) | 2 | \$ |
| 5.015 | Hwy 288 – Fourth St. to Hwy 36 bridge | 2 | \$ |
| 5.016 | Hwy 288 - Second St. to Victoria Street (both sides of hwy) | 4 | \$ |
| 5.017 | Hwy 288 – Victoria Street to Chlorine Rd (both sides of hwy including median) | 4 | \$ |
| 5.018 | Gulf Blvd Right of Way – 288 to Velasco Blvd | 2 | \$ |
| 5.019 | Velasco Blvd. Right of Way – Ave A to Gulf Blvd.(both sides street) | 2 | \$ |
| | | | \$ |

Alternate Bid: Mulching

| Item No. | Item Description | Approximate Annual Visits | Cost per Visit |
|----------|---|---------------------------|----------------|
| 6.011 | Labor to provide tree and flower bed mulching of Hwy 288 corridor landscaping – from North Entranceway, Chlorine Road (near Dow canal) to 2 nd St. at Hwy 288 – Brazosport Blvd. | 2 | \$ |

We quote the above FOB Freeport, Texas. Shipment can be made in _____ days from receipt of order.
 Terms _____ net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Freeport, Texas, within a reasonable period of time constitutes a contract.

BIDDER: _____
ADDRESS: _____
PHONE & FAX: _____
EMAIL: _____

| | |
|----------------------------------|--------------|
| AUTHORIZED REPRESENTATIVE | TITLE |
| AUTHORIZED SIGNATURE | DATE |

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 1491, passed during the 2007 Texas legislative session, became effective on October 1, 2007. The bill amends Local Government Code Chapter 176, requiring people who contract with or seek to contract with local governments to file a "Conflict of Interest Questionnaire" (CIQ). The CIQ is attached.

Who must complete the CIQ?

- Any person who contracts or seeks to contract with the City of Freeport; and
- An agent of a person who contracts or seeks to contract with the City of Freeport.

To what type of contracts does the bill apply?

Any written agreement for the sale or purchase of real property, goods, or services.

When must a person file the CIQ?

No later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with the City.
2. Updates are required within 7 business days after an event that makes a statement in a previously filed CIQ incomplete or inaccurate.
3. Name the public officer with whom you have an employment or other business relationship and answer all questions.
4. Sign.

**NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, use N/A in each of the areas on the form as described above.
However, a signature is required in the #4 box in all cases.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

OFFICE USE ONLY


This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Freeport and the person meets the requirements under Section 176.006(a).

Date Received:

By law this questionnaire must be filed with the City Secretary of the City of Freeport not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person who has a business relationship with the City of Freeport.

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 City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or other business relationship.

Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Freeport?

Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the government entity

Date

April 4, 2014

To: Mayor & City Council
From: Building & Code Department
Re: Set Date for Mowing Services

I am recommending a bid date of April 29, 2014 for mowing city lots and extending the duration of the contract for a two year term.

Kola O.
Kola Olayiwola
Building Inspector
City of Freeport, Texas

SPECIFICATIONS FOR CONTRACTUAL MOWING

GENERAL INFORMATION

1. **Factors Considered in Awarding Bid**, price will not be the only consideration in making the award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendors past performance, and city's evaluation of the vendor's ability.
2. **Contract Duration**
The contract will extend for a period of one year.
Contact Commencement
The Contractor will be given written notice when to begin mowing. The Contractor will be given the numbers of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.
3. **Primary Responsibility**
The Contractor shall not sub-contract any portion of their contract.
4. **Insurance**
The successful bidder shall comply with all city insurance requirements.
5. **Contractor Administrator**
The City of Freeport has designated the Code Enforcement Division as contract administrators with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance and inspection. The contract administrators will serve as liaison between the City of Freeport, City Manager and Contractor.
6. **Payment to the Contractor**
After the completion of service, the contractor shall render to the Code Enforcement Division an invoice for work done.
7. **Execution of Contract**
Within ten (10) days after the bid is awarded, the successful bidder must execute the attached contract, all the terms and conditions of which form a part of these specifications and are incorporated herein by reference. If the contract is not signed within such time, the City may, in its sole discretion, award the bid to another bidder or reject all bids and re-advertise for new bids.

MOWING AGREEMENT

This agreement, by and between the City of Freeport, Texas a municipal corporation lying and situated in Brazoria County, Texas hereinafter “the city”, and the other undersigned, hereinafter called the “the Mower” (whether one or more):

- 1. The mower hereby agrees to mow, in a good and work man like manner and according to the terms of this contact and the bid specifications, which are incorporated herein by reference, the lots, parcels or tracts of land to be described in a written notices given to the Mower from time to time by the Contract Administrator, and as such mowing scheduled in such notices.**
- 2. All materials, appliances, fixtures, equipment, supplies, machinery, tools, supervision of work, labor, insurance, services and any other commodity , item or expense necessary to complete the mowing of such lots, parcels or tracts shall be furnished at Mower’s expense and Mower shall for all purpose be regarded as an independent contractor.**
- 3. Mower agrees to indemnify the City, its officers, agents and employees, from any and all claims for personal injury or property damage made by or for any compensation for labor or materials furnished by any third party, including but not being limited to the of the Mower or the officer, partner, agent or employee of Mower, arising out of or resulting from the mowing of an lot, parcel, or tract of land in the City and from all interest, costs of court, attorney’s fees and other expense incurred by the City, or its officers, agents or employees in connection therewith.**
- 4. The Mower will immediately pay off and discharge the claims of any and all subcontractors, suppliers, material men, mechanics and laborers that have not been paid upon notice of the existence of any such claims given by the Contract Administrator; and obtain and file with the City Secretary a release thereof.**
- 5. Before signing this contract, the bidder must provide proof of insurance acceptable to the Contract Administrator, and such insurance shall include state required workers compensation and vehicular liability insurance on al vehicles to be used by the bidder as well as comprehensive general liability and property damage insurance of at least \$250,000.00 for each person, \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.**

6. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAIN ALL AGREEMENTS, REPRESENTATIONS, CONVENANTS AND WARRANTIES EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFOR, AND NO PRIOR AGREEMENT, IF ANY, SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.

8. Payment of Mower's invoices shall be from current funds of the City only and shall occur when all of the conditions precedent to such payment have been met.

9. Contractor agrees to adjust mowers to cut at a height of no more than three (3") inches, except for tracts over two (2) acres the cut shall be no more than four and one-half (4-5") inches minimum. Trimming and weed eating shall be required in the maintenance of all specified areas and grass cut to a height equal to or less than the height of all mowed areas. Edging will be required in maintenance of areas adjoining curbs and sidewalks. All equipment shall be equipped with manufacturer safety features and maintained to provide optimum efficiency. All cuttings shall be removed from sidewalks, streets and curbs. Material shall not be blown or swept into streets or drainage inlets. Cuttings and mowing debris shall be properly collected and transported off site for proper disposal.

Date: _____

Bid award to : _____

Approved date by Council _____

BIDDING INFORMATION

Contractor shall submit bid on cost based requirements of the City of Freeport.
(see General Information and minimum specifications for contract mowing)

Contractor Name: _____

Contact Person: _____

Address: _____

City: _____

Telephone: _____

Cell No: _____

E-mail: _____

Contract bid amount per square foot _____

Per 1/10th of an acre (average lot size) _____

One acre or above _____

**Return this page in a sealed envelope marked:
“MOWING BIDS”.**

**To: City Secretary, 200 West 2nd Street, Freeport
Texas , 77541**



200 WEST SECOND STREET / FREEPORT, TEXAS 77541, PHONE (409) 233-0020, FAX (409) 233-0067, www.freeporttx.gov

Contractor References

Customer Name: _____ Title: _____
Contact: _____ Phone#: _____
Address: _____ Length of Service: _____
Scope of Work: _____

Customer Name: _____ Title: _____
Contact: _____ Phone#: _____
Address: _____ Length of Service: _____
Scope of Work: _____

Customer Name: _____ Title: _____
Contact: _____ Phone#: _____
Address: _____ Length of Service: _____
Scope of Work: _____

BID INVITATION

DATE: _____

BID NAME: Mowing Services Contract

City Secretary Office, City of Freeport, 200 West 2nd St., Freeport Texas 979-233-3526

Mowing Services Contract: Sealed bid proposals will be received until _____ p.m., Monday, _____ 2012 in the City Secretary's Department, Freeport City Hall, Freeport Texas 77541 at which time they will be publicly opened and read.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall be marked with the BID NAME as specified above on the outside of a completely sealed envelope. The envelope shall be addressed to the City Secretary, City of Freeport, 200 West 2nd Street, Freeport Texas 77541. No bid will be accepted via fax.
3. The City of Freeport, Texas reserves the right to award contract/bids to either the lowest bidder or to the bidder who provides goods or services at the best value for the City.
4. Bids that deviate from the specifications contained in this bid packet must have full description data accompany it. Such bids shall be considered "Alternate", and shall be identified by the bidder such.
5. Delivery date of item out of bid, SHALL NOT EXCEED THIRTY CALENDAR DAYS.
6. The City of Freeport, Texas reserves the right to accept separate items in a bid unless this right is specified denied by the bidder in writing at the time the bid is submitted.
7. In case of default after bid award, the City of Freeport, Texas may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
8. The City of Freeport, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any all bids with or without trade-ins as specified.
9. The quantities shown may be estimated and may vary according to the requirements of the City of Freeport, Texas throughout any contract period.
10. Item(s) bids are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.

11. All information and/or questions pertaining to this bid shall be directed to the Building and Code Department.
12. Any attempt to negotiate on the contents of this bid with the City of Freeport or its representatives prior to award may be grounds for disqualification.
13. The conditions and terms of this bid will be considered when evaluating for award.
14. The City of Freeport, Texas is exempt from all sales and excise taxes. Tax exemptions certificates will be furnished.
15. Description literature of merchandise is requested to accompany a submitted Sealed Bid.
16. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
17. Bids may be withdrawn at any time prior to the official opening.

**VEOLIA WATER FREEPORT PROJECT
14-15 BUDGET**



Table of Contents

- ❖ 14 – 15 Annual Fee**
- ❖ Main Plant Adjustment 13 – 14**
- ❖ Main Plant Flow & Loading Parameters 13 – 14**
- ❖ Slaughter Road Adjustment 13 – 14**
- ❖ Slaughter Road Flow & Loading Parameters 13 – 14**
- ❖ Electrical Adjustment**

Annual Fee

| | | |
|--|------------------|---------------------|
| Current Annual Fee (Excluding the BWA pass through) 13-14 | | 2,063,298.18 |
| Load Adjustment | | |
| Main Plant | 11,085.28 | |
| Slaughter Rd | (114.85) | |
| | SUBTOTAL | 10,970.43 |
| Electrical Adjustment | | 11,071.08 |
| | TOTAL | 2,085,339.69 |
| CPI Adjustment Feb. 2014 | 1.10% | 22,938.74 |
| | TOTAL | 2,108,278.43 |
| BWA Pass Through | | 1,401,600.00 |
| Adjusted Fee | | 3,509,878.43 |

NOTE

| | |
|--|-------------------|
| New R&M/ ODOR CONTROL Fee 14 - 15 | 218,797.48 |
|--|-------------------|

**FREEPORT PROJECT
FLOW AND LOADING PARAMETERS
Freeport Plant 13-14**

| Month | Flow Data | 12 Month Average | Base | BOD5 Data | 12 Month Average | Base | TSS Data | 12 Month Average | Base |
|------------------------------|-----------|------------------|---------------|-----------|------------------|---------------|----------|------------------|---------------|
| | | | 0.801 (+,-) % | | | 1,008 (+,-) % | | | 1,434 (+,-) % |
| Jan-13 | 1.13 | 1.132 | 41.3% | 1066.54 | 1066.540 | 5.8% | 1841.80 | 1841.800 | 28.4% |
| Feb-13 | 0.83 | 0.982 | 22.5% | 1347.01 | 1206.775 | 19.7% | 1363.11 | 1602.455 | 11.7% |
| Mar-13 | 0.61 | 0.858 | 7.1% | 1098.31 | 1170.620 | 16.1% | 1458.14 | 1554.350 | 8.4% |
| Apr-13 | 0.77 | 0.837 | 4.5% | 1527.35 | 1259.803 | 24.9% | 1266.63 | 1482.420 | 3.4% |
| May-13 | 0.76 | 0.821 | 2.5% | 919.47 | 1191.736 | 18.2% | 1809.34 | 1547.804 | 7.9% |
| Jun-13 | 0.65 | 0.793 | -1.0% | 821.30 | 1129.997 | 12.0% | 1608.26 | 1557.880 | 8.6% |
| Jul-13 | 0.71 | 0.780 | -2.6% | 1032.35 | 1116.047 | 10.7% | 1904.33 | 1607.373 | 12.1% |
| Aug-13 | 0.75 | 0.777 | -3.0% | 888.41 | 2176.790 | 115.8% | 1430.27 | 1585.235 | 10.5% |
| Sep-13 | 0.97 | 0.798 | -0.4% | 1028.52 | 1081.029 | 7.2% | 1718.00 | 1599.987 | 11.6% |
| Oct-13 | 0.88 | 0.806 | 0.7% | 1194.09 | 1092.335 | 8.3% | 2287.01 | 1668.689 | 16.4% |
| Nov-13 | 0.81 | 0.807 | 0.7% | 1110.08 | 1093.948 | 8.5% | 1962.17 | 1695.369 | 18.2% |
| Dec-13 | 0.60 | 0.790 | -1.4% | 1112.86 | 1095.524 | 8.6% | 2168.50 | 1734.797 | 21.0% |
| Jan-14 | 0.68 | 0.752 | -6.2% | 1124.84 | 1100.383 | 9.1% | 1483.76 | 1704.960 | 18.9% |
| Feb-14 | 0.67 | 0.738 | -7.9% | 1146.69 | 1083.689 | 7.5% | 1488.95 | 1715.447 | 19.6% |
| Year 11-12 Difference | | 0.738 | -7.9% | | 1083.689 | 7.5% | | 1715.447 | 19.6% |
| | | -0.063 | | | 75.2 | | | 281.4 | |

FREEPORT MAIN PLANT ADJUSTMENT

NET CHANGE

FLOW RELATED COSTS

| | |
|--------------|--|
| | 0.738 mgd Influent Flow |
| | \$635 /ton Chlorine |
| | \$0.318 /lb Chlorine |
| | 50 mg/L Feed Rate |
| | \$35,664 Annual budget |
| | -7.9% Flow variance |
| (\$2,817.45) | (\$2,817.45) Annual increase (reduction) |

| | |
|--------------|--|
| | 0.738 mgd |
| | \$600 /ton Sulfur Dioxide |
| | \$0.30 /lb Sulfur Dioxide |
| | 50 mg/L Feed Rate |
| | \$33,698 Annual Budget |
| | -7.9% Flow variance |
| (\$2,662.16) | (\$2,662.16) Annual increase (reduction) |

Total flow related unit cost.....

SLUDGE HANDLING & DISPOSAL COSTS

| | |
|-------------|---|
| | 75.20 lbs/day Increase BOD |
| | 0.68 lbs TSS/lb BOD |
| | 51.136 lbs/day TSS fr/BOD |
| | 281.4 lbs/day Increase TSS |
| | 332.536 lbs/day total TSS |
| | 2.5% TS |
| | \$0.028 /gal sludge |
| | \$45.38 additional daily cost of TSS |
| \$16,564.88 | \$16,564.88 Annual Increase (reduction) |

\$11,085.28 Totals

FREEPORT PROJECT
FLOW AND LOADING PARAMETERS

Slaughter Road Plant 13-14

| Month | Flow Data | 12 Month Average | Base | BOD Data | 12 Month Average | Base | TSS Data | 12 Month Average | Base |
|-------------------------|-----------|------------------|---------|----------|------------------|---------|----------|------------------|---------|
| | | | (+,-) % | | | (+,-) % | | | (+,-) % |
| Jan-13 | 0.0154 | 0.0154 | 152.5% | 2.70 | 2.7000 | 40.0% | 0.83 | 4.0900 | 100.0% |
| Feb-13 | 0.0043 | 0.0099 | 61.5% | 1.19 | 1.945 | 0.9% | 2.74 | 1.3800 | -32.5% |
| Mar-13 | 0.002 | 0.0072 | 18.6% | 0.93 | 1.6067 | -16.7% | 1.61 | 1.7254 | -15.6% |
| Apr-13 | 0.0019 | 0.0059 | -3.3% | 1.17 | 1.4975 | -22.3% | 0.65 | 1.4566 | -28.8% |
| May-13 | 0.0021 | 0.0051 | -15.7% | 0.80 | 1.3580 | -29.6% | 0.39 | 1.2432 | -39.2% |
| Jun-13 | 0.0014 | 0.0045 | -26.0% | 0.48 | 1.2117 | -37.2% | 0.53 | 1.1244 | -45.0% |
| Jul-13 | 0.0014 | 0.0041 | -33.3% | 0.45 | 1.1029 | -42.8% | 0.39 | 1.0195 | -50.1% |
| Aug-13 | 0.0017 | 0.0038 | -38.1% | 0.73 | 1.0563 | -45.2% | 0.35 | 0.9358 | -54.2% |
| Sep-13 | 0.0026 | 0.0036 | -40.3% | 0.43 | 0.9867 | -48.8% | 0.45 | 0.8818 | -56.9% |
| Oct-13 | 0.0038 | 0.0037 | -40.0% | 0.79 | 0.9670 | -49.9% | 0.40 | 0.8336 | -59.2% |
| Nov-13 | 0.0049 | 0.0038 | -38.2% | 1.61 | 1.0255 | -46.8% | 1.66 | 0.9087 | -55.6% |
| Dec-13 | 0.0018 | 0.0036 | -40.8% | 0.80 | 1.0067 | -47.8% | 1.27 | 0.9389 | -54.1% |
| Jan-14 | 0.0148 | 0.0036 | -41.7% | 0.92 | 0.8583 | -55.5% | 1.03 | 0.9559 | -53.3% |
| Feb-14 | 0.0022 | 0.0034 | -44.5% | 0.78 | 0.8242 | -57.3% | 0.67 | 0.7833 | -61.7% |
| Year-12 - 13 Difference | | 0.0034 | -44.5% | | 0.8242 | -57.3% | | 0.7833 | -61.7% |
| | | -0.003 | | | -1.104 | | | -1.262 | |

SLAUGHTER ROAD ADJUSTMENT

NET CHANGE

FLOW RELATED COSTS

0.0034 mgd Influent Flow
\$95 /150#
\$0.633 /lb Chlorine
5 mg/L Feed Rate
\$33 Annual budget
-44.50% Flow variance
(\$14.58) Annual increase (reduction)

Total flow related unit cost.....

SLUDGE HANDLING & DISPOSAL COSTS

-1.104 lbs/day Increase BOD
0.68 lbs TSS/lb BOD
-0.751 lbs/day TSS fr/BOD

-1.262 lbs/day Increase TSS
-2.013 lbs/day total TSS
2.5% TS
\$0.028 /gal sludge
(\$0.27) additional daily cost of TSS
(\$100.26) Annual Increase (reduction)

(114.85) Totals

FREEPORT ELECTRICAL ADJUSTMENT

| Description | kw*hr | \$ | Actual \$/kw*hr | Past Yr. \$/kw*hr | Fee Increase (reduction) |
|-----------------------|-----------|-------------|--------------------|---|--------------------------|
| Main Plant | 1,080,640 | \$78,604.29 | \$0.0727 | \$0.0694 | \$3,607.87 |
| Liftstations | 386,075 | \$52,878.87 | \$0.1370 | \$0.1226 | \$5,546.08 |
| Water Pumpage | 376,615 | \$31,930.51 | \$0.0848 | \$0.0800 | \$1,801.31 |
| Slaugther Road | 10,544 | \$1,717.45 | \$0.1629 | \$0.1519 | \$115.82 |
| | | | | Total Fee Increase for 14 - 15 | \$11,071.08 |

THE CITY OF



FREEPORT

200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

Norma Moreno Garcia
Mayor

Michelle Kent
Councilmember
Mayor Pro Tem
Ward A

Fred Bolton
Councilmember
Ward B

Sandra Loeza
Councilmember
Ward C

Sandra Barbree
Councilmember
Ward D

Jeff Pynes
Chief Executive Officer
City Manager

Gilbert Arisp
Assistant City Manager

April 4, 2014

Mayor Norma Moreno Garcia
Freeport City Council

In the past we talked about the possibility of continued annexation of part of the island known as Follett's Island as it connects to our current municipal jurisdiction. Each budget year during the administrative review I watch the values of areas contiguous to our municipality for possible expansion vis-à-vis the cost of extending our municipal boundaries. As I have been watching the values of the island the values are roughly \$92,000,000 and would provide a net increase to the city at our current tax rate at roughly \$ 614,255, but the new values are not at the level to fully support the cost providing our municipal services (police, fire, EMS, water/sewer, parks/recreation, ect).

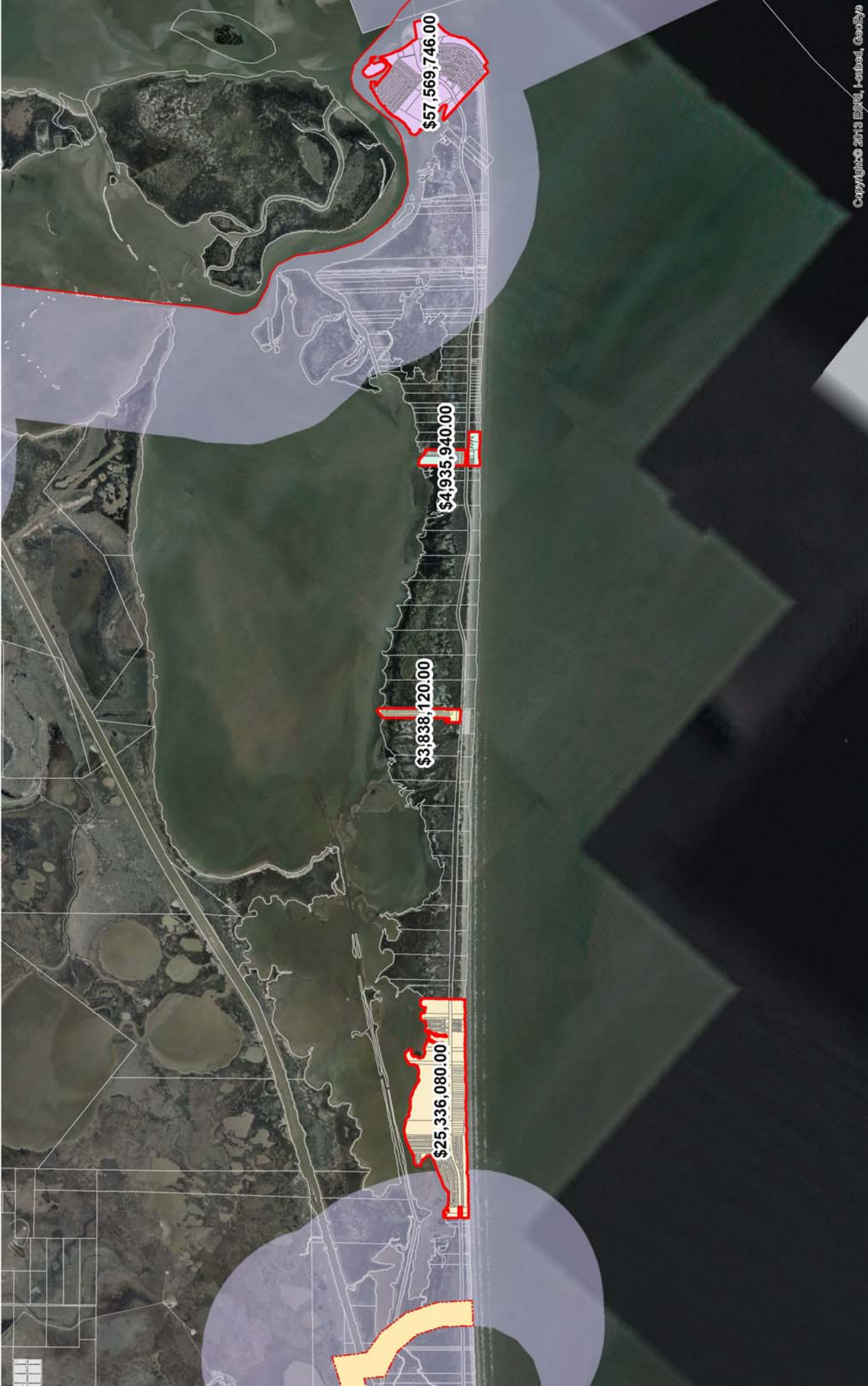
In recent conversations with four new property owners and developers who have an interest in building and developing their respective areas indicated that the lack of water and sewer amenities will strictly hamper their ability to properly capitalize and develop their properties to the full potential. Each one of them has expressed an interest in water/sewer and being annexed by the city to accomplish the city services. The rough new values are projected to double the overall improvement taxable values to exceed \$1,200,000. a year. I am currently working with each of the developers to obtain letters of commitment of their intent to develop and create new values and their interest in being a part of the City of Freeport.

The attached map shows the improved value cluster areas for our discussions.


Jeff Pynes
Chief Executive Officer - Freeport
City Manager



www.freeport.tx.us



\$57,569,746.00

\$4,935,940.00

\$3,838,120.00

\$25,336,080.00