

P.R. No. 13679
07/27/06 DF

RESOLUTION NO. 06-299

**A RESOLUTION APPROVING AWARD OF A BID FOR
LANDSCAPING & IRRIGATION MAINTENANCE BY
THE CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION SPUR 93
EDC BUSINESS PARK TO AMELIA LAWN CARE &
LANDSCAPING.**

WHEREAS, on July 26, 2006 the Board of Directors of the Port Arthur Section 4A Economic Development Corporation approved the bid for landscaping and irrigation maintenance at the EDC Business Park to Amelia Lawn Care & Landscaping in the amount of \$41,000 for year one, 41,300 for year two, and 41,500 for year three for a total cost of \$123,800; and

WHEREAS, the City's Purchasing Coordinator and EDC representative has reviewed all bids submitted for this project and recommends awarding the contract for landscape and irrigation maintenance to Amelia Lawn Care & Landscaping, as the lowest bid with the best value over a three (3) year period, a copy of the bid tabulation is attached as Exhibit "A"; and,

WHEREAS, pursuant to Section 8.19 of the Bylaws, the Port Arthur Section 4A Economic Development Corporation has to submit projects to the City Council for review and approval:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ARTHUR:**

Section 1. That the facts and opinions in the preamble are true and correct.


Section 2. That the City Council approves the award of a bid by the City of Port Arthur Section 4A Economic Development Corporation for Landscape and Irrigation Maintenance at the Spur 93 EDC Business Park to Amelia Lawncare and Landscaping as denoted in substantially the same form as the contract attached hereto as Exhibit "B".

Section 3. That this is a three (3) year contract wherein the EDC can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle with thirty (30) days written notice.

READ, ADOPTED AND APPROVED on this 1st day of August A.D. 2006, at a Meeting of the City Council of the City of Port Arthur, Texas by the ^{Regular} following vote:

AYES: Mayor Ortiz; Mayor Pro Tem Prince
City Council members Lewis, Barker,
Henderson, Williamson and
Sinegal

NOES: None


OSCAR ORTIZ, MAYOR

ATTEST:


EVANGELINE GREEN, CITY SECRETARY

APPROVED AS TO FORM:


MARK T. SOKOLOW, CITY ATTORNEY (on Behalf of)


KATE MCGLYNN, GERMER & GERTZ ATTORNEY

APPROVED FOR ADMINISTRATION:


STEPHEN FITZGIBBONS, CITY MANAGER

APPROVED AS TO THE AVAILABILITY OF FUNDS:

REBECCA UNDERHILL, DIRECTOR OF FINANCE

APPROVED FOR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION:

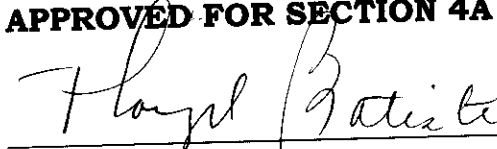

FLOYD BATISTE, CEO

EXHIBIT "A"

RECEIVED JUL 13 2006

CITY OF PORT ARTHUR TEXAS
 BID SHEET

DESCRIPTION: LANDSCAPING & SPRINKLER MAINTENANCE AT EDC BUSINESS PARK

DATE: JULY 12, 2006

ITEM #	ITEM	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
		TOTAL LAWN CARE	AMELIA LAWN CARE & LANDSCAPING	JOEY'S TRACTOR SERVICE
		COST	COST	COST
1	YEAR 1	\$50,400	\$41,000	\$65,000
2	YEAR 2	\$50,400	\$41,300	\$65,000
3	YEAR 3	\$50,400	\$41,500	\$65,000
	LOCATION	PORT ARTHUR TX	NEDERLAND TX	PORT ARTHUR TX
	BID BOND OR CASHIER CHECK	NO CHECK OR BID BOND	\$ 2,050	\$ 3,500

EXHIBIT "B"

**CONTRACT FOR THE LANDSCAPING AND IRRIGATION
MAINTENANCE OF THE PORT ARTHUR EDC BUSINESS PRK ON SPUR
93 IN THE CITY OF PORT ARTHUR**

THIS AGREEMENT, made this 1st day of August, 2006, by and between the City of Port Arthur Section 4A Economic Development Corporation, organized under the laws of the State of Texas, hereinafter called "OWNER" and Amelia Lawncare and Landscaping herein acting by and through Wayne Riley hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payment terms, conditions and agreements set forth herein, OWNER and CONTRACTOR agree as follows:

1. The term of this Contract shall be from August 1, 2006 to August 1, 2009
2. The contractor will perform landscaping, mowing, trimming, irrigating, and removal of litter and debris at the Port Arthur EDC Business Park as stated in the Contract Documents.
3. During the term of this Contract, the Contractor will furnish at his own expense all of the materials, supplies, tools, and equipment, labor and other services necessary to connection therewith, excepting those supplies specifically not required of Contractor in the Specifications.
4. The CONTRACTOR agrees to perform all the work described in the specifications and contract documents and to comply with the terms therein for the annual cost of \$41,000 (year one), \$41, 300 (year two), and \$41,500 (year three). Payments will be prorated monthly.
5. The EDC can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle with thirty days written notice.

6. The term "Contract Documents" means and includes the following:

- a. Agreement
- b. Advertisement for Bids
- c. Addenda
- d. General Information
- e. Specification
- f. Bid
- g. Notice of Award

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (2 copies) each of which shall be deemed an original on the date first above written.

Signed on the _____ day of _____ 2006

ATTEST

CITY OF PORT ARTHUR
SECTION 4A ECONOMIC
DEVELOPMENT CORPORATION
BY _____

Signed on the _____ day of _____ 2006

ATTEST

CONTRACTOR

BY _____

OSCAR G. ORTIZ, MAYOR
DELORIS PRINCE, MAYOR PRO-TEM

COUNCIL MEMBERS:
WILLIE LEWIS JR.
FELIX A. BARKER
THOMAS J. HENDERSON
MARTIN FLOOD
JOHN BEARD, JR.
ROBERT E. WILLIAMSON
MICHAEL "SHANE" SINEGAL



STEPHEN FITZGIBBONS
CITY MANAGER
EVANGELINE "VAN" GREEN
CITY SECRETARY
MARK T. SOKOLOW
CITY ATTORNEY

INVITATION TO BID
April 24, 2006

Vendors:

Sealed Bids, subject to the General Instructions, Conditions and Specifications, as provided will be addressed to the City Secretary of the City of Port Arthur, Texas in DUPLICATE.

Sealed BIDS shall be received no later than 3:00 P. M. **June 21, 2006** at the City Secretary Office and all bids received will thereafter be opened and read aloud on **June 21, 2006** in the City Council Chambers, 5th Floor, City Hall, Port Arthur, Texas for the following:

EDC BUSINESS PARK LANDSCAPE MAINTENANCE

BIDS SHALL BE PLACED IN A SEALED ENVELOPE, with the bidder's name and address in the upper left hand corner of the envelope. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

BIDS MUST BE submitted on the pricing form included for that purpose in this packet and SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT.

MARK ENVELOPE: **LANDSCAPE**

Sealed Bids shall be submitted to:

CITY OF PORT ARTHUR
CITY SECRETARY
P. O. BOX 1089
PORT ARTHUR, TEXAS 77641-1089

CITY OF PORT ARTHUR
CITY SECRETARY
444 4TH STREET
PORT ARTHUR, TEXAS 77640

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME.

Bids received after the closing time specified will be returned to the bidder unopened. Award will be made as soon as practicable after opening. To obtain information, or if you have any

question, please contact Clifton Williams at the City of Port Arthur Purchasing Office, at (409) 983-8160.

The City of Port Arthur reserves the right to reject any or all Bids and to waive informalities or defects in bids, or to accept such bids as it shall deem to be in the best interests of the City of Port Arthur.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Broussard", with a long horizontal flourish extending to the right.

Joseph Broussard
Purchasing Coordinator

PRE-BID MEETING

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 A.M. ON JUNE 16, 2006
AT BUSINESS PARK LOCATED ON THE CORNER OF HWY 365 AND WEST PORT
ARTHUR ROAD.

GENERAL INFORMATION:

NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in the Bid or Proposal Specifications listed in this Bid Package.

The intent of this INVITATION TO BID (ITB) is to provide bidders with sufficient information to prepare **SEALED BIDS IN DUPLICATE** for furnishing **EDC BUSINESS PARK LANDSCAPE MAINTENANCE**

Bids must be in a sealed envelope addressed to the City Secretary, City of Port Arthur, P. O. Box 1089, Port Arthur, Texas 77641. Bids shall be received no later than 3:00 P. M. June 21, 2006. Bid proposal **MUST BE SIGNED BY THE BIDDER.**

All bids meeting the intent of this request for bid will be considered for award. **BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID.** The absence of such a list shall indicate that the bidder has not taken exception and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

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

The City reserves the right to:

1. Reject any and all bids, and to make no award if it deems such action to be in its best interest.
2. Award bids on one area or multiple areas, whichever is in the best interest of the City.
3. Reject any or all bids and to waive informalities, or defects in bids or to accept such bids as it shall deem to be in the best interests of the City.
4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price and the City decides that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City including the employment of residents in the City and increased tax revenues for the City.

Bidders will have to provide documentation as to the status of the entity (dba, corporation, partnership, etc) and provide documentation as to its principal place of business.

The award if made, shall be made to the responsible vendor(s) whose bid is determined to be the lowest offer; taking into consideration the relative importance of price, conformance to specifications and capability and experience of the contractor.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and "Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

CONFLICT OF INTEREST. No public official shall vote on this contract in violation of Chapter 171 Local Government Code.

ETHICS: The bidder shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Be otherwise qualified and eligible to receive an award.
3. Be engaged in a full time business, and can assume liabilities for any performance or warranty service required.
4. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
5. No payments shall be made to any person of public moneys under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Senior Purchasing Assistant. Addenda will be mailed to all who are known to have received a copy of the ITB. Offerers shall acknowledge receipt of all addenda.

BONA FIDE BUSINESS THAT CLAIMS THE CITY OF PORT ARTHUR AS ITS PRINCIPAL PLACE OF BUSINESS: The official business address (office location and office personnel) shall be a Port Arthur address, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Port Arthur, Attn.: EDC, P. O. Box 1089, Port Arthur, Texas 77641.

Payment: Payment will be made upon receipt of two (2) original invoices and verification by a City Environmental Inspector the work has been done properly.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas. Venue shall be in Jefferson County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract as provided by Chapter 573 Government Code; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to anyone owing delinquent taxes, paying assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

CONTRACT: The following will comprise the contract between the City and the successful bidder:

1. Agreement
2. Advertisement for Bids
3. Addenda
4. General Information
5. Specifications
6. Bid
7. Notice of Award
8. Notice to Proceed

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount and that the contractor will not have an exclusive mowing contract.

All bids will remain in effect for sixty (60) days after the bid opening date.

No person has the authority to verbally alter these specifications. Any interpretations, corrections or changes to this ITB and specifications will be made in writing by the Purchasing Division of the City of Port Arthur and sent to each person having a bid package.

The vendor must be an authorized dealer for all products offered. The vendor must give the manufacturers name and product description of all items. Inferior products, products which perform at a substandard level, or poor quality products will be rejected.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, Texas
77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

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.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

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

TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined. If the Contractor is unable to mow a lot or lots in a timely manner, the City also reserves the right to utilize another vendor or bidder to mow these lots and charge the Contractor for the extra costs.

TERMINATION FOR CONVENIENCE

The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the grass cutting that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

INSPECTIONS

Unscheduled job-site inspections will be performed by the City of Port Arthur Parks Department Representative. **Failure to abide by the City's specifications will be grounds for termination of the contract**

EXPERIENCE & CAPABILITY: Bidder shall include the following information to describe the experience and capability factors of the company:

1. Number of years in operation.
2. Largest dollar amount of contract currently in effect with a business
3. References of at least three (3) businesses with whom your company has completed similar type work within the last year.
4. Equipment currently owned or leased by your company.
5. Number of employees currently employed.

RELEASES AND RECEIPTS. The City of Port Arthur before making payments, may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS. The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement

Insurance

All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or

Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or,

Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person,\$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner. None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled

unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

PRE-BID MEETING

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 A.M. ON JUNE 21, 2006 AT BUSINESS PARK LOCATED ON THE CORNER OF HWY 365 AND WEST PORT ARTHUR ROAD.

BID SECURITY AND LIQUIDATED DAMAGES

Bids shall be accompanied by a bid guarantee of 5% of the Greatest Amount Bid. The bid guarantee shall be a Certified Check or Cashier's check payable without recourse to the City of Port Arthur, or a bid bond with corporate surety authorized to conduct business in Texas. Said security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw *his bid within ninety days* after the date of the opening of the bids; that if a bid is accepted, the bidder will enter into a formal Contract with the OWNER, furnish bonds and insurance as may be required and commence work at the specified time, and that in the event of the withdrawal of said bid within said period, or the failure to enter into or to comply with this Contract, furnish said bonds and insurance and commence work within the time specified, the Bidder shall be liable to the OWNER for the difference between the amount specified in the bid in the amount for which the OWNER may otherwise procure the required work. The check will be returned when formal Contract, bonds and insurance are approved, and work has commenced within the time specified.

The Bidder to whom the award is made shall execute and return the formal Contract with the OWNER and required Insurance Documents within ten (10) days after the prescribed forms are presented to him for signature. Said period will be extended only upon written presentation to the OWNER, within said period, of reasons which the sole discretion of the OWNER, justify an extension. If said Contract, and insurance Documents are not received by the OWNER within said period or if work has not been commenced within the time specified, the OWNER may proceed to have the work required by the Plans and Specifications performed by any means at its command, and the bidder shall be liable to the CITY for any excess cost to the OWNER over bid amount. Further, the bid guarantee shall be forfeited to the CITY as reimbursement for damages that the City has incurred and the City may award the contract to another bidder..

JUNK AND LITTER

If there are any problems encountered on city-owned or privately-owned properties scheduled to be mowed, such as junk motor vehicles, additional structures, excessive litter, inability to access property, or inability to mow for any reason, the Contractor should bring these matters to the attention of the City's authorized agent, before attempting to mow.

CELL PHONE OR PAGER

The Contractor must have a working cell phone or pager available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.

EDC BUSINESS PARK LANDSCAPE MAINTENANCE

Part 1 GENERAL

1.01 DESCRIPTION

- A.** This section specifies the requirements for providing landscape maintenance including:
1. Mowing, edging and trimming of turf areas.
 2. Pruning of trees and shrub trimming.
 3. Weed cultivation, cleaning of shrub, flower beds, and cleaning of tree dish.
 4. Application of fertilizers, insecticides and herbicides.
 5. General site clean up, removal of trash and by-products of maintenance in landscape areas and streets.

1.02 INTENT OF LANDSCAPE MAINTENANCE

The Contractor shall provide Owner with a project site that is attractive in appearance and shall keep plant materials and lawns and flower/plant beds in a healthy, clean and vigorous condition using accepted horticultural standards.

1.03 CONTRACTORS PERFORMANCE

The Contractor shall perform all work required to fulfill the intent of this section. The workmen shall be neat in appearance, perform their work in a professional and safe manner, keeping noise to a minimum and staging their work from a location on the site out of the way of the mainstream of the users. The Contractor shall provide all employees with the same uniform clearly identifying the company. In general, the Contractor's presence on the site shall be as inconspicuous as possible.

Contractor shall use ramps to go over curbs with lawnmowers and/or other equipment as necessary.

This will be a three (3) year contract for landscape maintenance. The Owner can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle with thirty days written notice.

1.04 NEGLECT AND VANDALISM

- A.** Turf, plants, or irrigation systems that are damaged or killed due to Contractor's operations, negligence or chemicals shall be replaced by the Contractor.
- B.** Structures that are damaged due to the Contractor's operations shall be replaced by the Contractor.
- C.** Damage to or thefts of landscaping installations not caused or allowed by the Contractor shall be corrected at Owner's expense upon receipt of Owner's written authorization to proceed if owner has to hire.

1.05 SUBMITTALS

- A.** Shop Drawings Product Data, Samples and Record Documents of these specifications, the following shall be submitted:
 - 1. Manufacturer's data including product specifications, application instructions and precautions if any are necessary.
 - 2. Chemical manufacturer's written application instructions. MSDS sheets on all chemicals and fertilizers used.

Part 2 PRODUCTS

2.01 SOIL PRODUCTS

- A.** Mulch: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants. Mulch shall be well rotted, shredded pine bark mulch, black or dark brown in color.

Contractor will submit sample of mulch to be used for approval prior to placing mulch at park.

2.02 CHEMICALS

- A.** Pre-emergence Weed Control: Eptam 5-6 by Greenlight Products Company, San Antonio, Texas 78217, or approved equal.
- B.** Herbicide: Roundup by Monsanto, St. Louis, Missouri, or approved equal.
- C.** Insecticides:
 - 1. Ortho Isotox by Ortho Consumer Products Division, Chevron Chemical Company, San Francisco, California 94119, or approved equal.

2. Ortho Diazinon by Ortho Consumer Products Division, or Talstar or approved equal.
3. Borer Killer by Greenlight Company, San Antonio, Texas 78217, or approved equal.

D. Fire Ant Control: Amdro, or approved equal.

E. Tree, Groundcover and Shrub Fertilizer: Agriform 20-10-5 formula 21-gram tablets or granular or approved equal. Apply in accordance with manufacturer's written instructions.

F. Tree and Shrub Deep Feeding Fertilizer: Agriform stakes or tablets. Apply in accordance with manufacturer's specification to trees and shrubs existing prior to landscape installation.

G. Turf Fertilizer: Balanced 15-15-15 lawn fertilizer. Apply at 10 pounds per 1,000 square feet.

H. Fungicide:

1. Systemic Fungicide with Benomyl by Greenlight Products, San Antonio, Texas 78217.

2. General Purpose Fungicide with manganese and zinc by Greenlight Products.

I. Supplemental Fertilizer for Acid Loving Plants, Trees and Shrubs: Magno soil acidifier with iron, zinc and sulfur by Magnolia Seed Companies of Texas, P.O. Box 22560, Dallas, Texas 75265. Apply as directed on bag.

2.03 STAKES AND GUYS

A. Tree Stakes: Shall be 7'-0" long Metal "T" stakes with tree chain or straps.

2.02 MACHINERY

Machinery requirements listed under this Section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired.

A. Lawn Mowers: Rotary or reel in good working order, finely tuned to protect the turf from excessive exhaust fumes. Blades shall be sharp.

- B. Turf Edgers: Rigid or flexible blade producing a fine clean edge where turf meets walkways, pavements, curbs, headers or buildings.
- C. Fertilizer Spreaders: Cyclone. No visible overlapping of applications will be permitted.
- D. Deep Root Feeder: Ross by Ross Daniels, Incorporated, Des Moines, Iowa 50265.
- E. Pruning Tools: Maintain in good working order and with sharp cutting edges. Disinfect pruning tools after using them to remove diseased limbs.

Part 3 EXECUTION

3.01 TREES

- A. Maintain staking and guying of trees at all times and shall be responsible for any damage to trees caused by chafing or breakage of foliage or limbs coming in contact with stakes, ties, guys, eyebolts or bracing materials. Replace broken plant stakes and ties as needed. Where ties are too tight, replace or adjust them.
- B. Remove suckers from trees in accordance with the Schedule of Article 3.09.
- C. Edge, weed, fertilize, mulch, and aerate tree saucers in accordance with the Schedule of Article 3.09.
- D. Prune and shape trees in accordance with the Schedule of Article 3.09. Prune out dead wood as per Texas Association Nursery standards.
- E. Control trees insects in accordance with the Schedule of Article 3.09.
- F. Control disease in accordance with the Schedule of Article 3.09 by spraying, either pruning or removing or both, disease damaged plant material.
- G. Deep water trees in accordance with the Schedule of Article 3.09 with Ross deep root feeder using water only.

3.02 TREE SAUCERS

- A. Weed tree saucers in accordance with the Schedule of Article 3.09. Maintain tree saucers at existing size of circumference in a neat circle. Mulch depth shall be two inches. Apply mulch in accordance with the Schedule of Article 3.09.

3.03 SHRUBS

- A. Shall be maintained at height instructed by PAEDC. Fertilized, maintained in a neat. Professional appearance at all times.

3.04 TURF MAINTENANCE

- A. **Mowing:** During periods of cool weather, mow at 1-1/2 inches. During hot weather, the cut shall be not lower than 2 in. from the soil. Do not scalp the lawn or cut more than one half the existing top growth in one mowing. Remove or catch the clippings. Do not allow clippings to remain on lawn surface more than four hours. For newly seeded turf areas, mow in accordance with the Schedule of Article 3.09 when soil is firm enough to support equipment without making ruts. **All street curbs shall be edged and mowed within a 20ft. setback from all curbs throughout the Business Park. This shall include weeding areas around all sprinklers, signs, fire hydrants, manhole covers, lift station, and meter boxes and light poles. The frontage area of the Business Park must be mowed, edged and maintained from the property-line marker to marker including the drainage ditch area parallel to West Port Arthur Road (Spur 93) curb approximately one half (1/2) mile in distance with a setback of seventy - five (75) feet from Spur 93 curb.**

Mow in different direction to avoid rutting of property.

- B. **Watering:** The established turf should not be kept wet but should dry out somewhat between waterings. A weekly watering is good under regular conditions, but during the months of May through the end of September, water four times per week. In very hot weather, apply fast watering with fine spray. In shaded areas caused by trees or shrubs, water more frequently. If lawn wilts (shows grey-brown) water more frequently. Contact EDC about watering changes with sprinkler system if needed.
- C. **Fertilizing:** Fertilize in accordance with the Schedule of Article 3.09, at manufacturer's recommended rate.
- D. **Turf:** Annual Winter rye grass to be applied early Fall on the landscaping easement with West Port Arthur Rd. frontage, including the turf on esplanades.
- E. **Weed Control:** Use extreme care in the use of chemicals for weed control. Apply chemicals after the turf is well established and in a vigorous condition. Broadleaf weeds such as malva, dandelion and plantain can be controlled with applications of selective and recommended herbicides. Always follow label directions fully and carefully; wash sprayer carefully after using herbicides. All vegetation growing through pavements, expansion joints, and pavement joints using chemical or machine methods. Should be sprayed with herbicide.
- F. **Insects:** Control insects with applications of insecticides at the manufacturer's

- recommended rate. Spot treat turf, flowerbeds for ants.
- G. Diseases: Where they first appear, spray for diseases with a commercial chemical, in accordance with the manufacturer's recommendations. Shrubs will be trimmed.

3.05 CONTROL OF WEEDS

- A. Weeds include, but are not limited to, Johnson Grass, Nut Grass, and Poison Ivy.
- B. Spray only foliage of grass to be eradicated, as this spray will kill any plant that it contacts. Areas to be sprayed shall be approved by Owner. Application rate shall be as recommended by the manufacturer.
- C. Apply pre-emergent weed killer in accordance with manufacturer's recommendation and in accordance with the Schedule of Article 3.09.
- D. Flower/shrub beds shall be maintained and cleaned upon each and every scheduled maintenance.

3.06 USE OF HERBICIDES, INSECTICIDES, STERILANTS, POISON AND ANIMAL TRAPS

- A. The Contractor may use such herbicides, insecticides, sterilants, poison and animal traps as necessary and advantageous in its grounds maintenance activities. Herbicides, insecticides, sterilants, and animal traps shall be used responsibly and complying with Federal, State, and Local laws and regulations. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products or equipment or both. Owner retains the right to prohibit the use of any herbicide, insecticide, sterilants, poison, or animal trap that he may judge to be undesirable for any reason. Pesticides included in this Contract shall not require a license or shall not be restricted for use under Texas or federal law. Pesticides shall not carry any state or federal restrictions.
- B. Annuals and Perennials: In Fall and Winter: Once perennial shrubbery is dormant, it is to be trimmed back and annual flowers planted. Annual flowers should be approved in type, size and location by PAEDC prior to planting. Approved flowers include: Winter: Pansies, recommendation by contractor.
- B. Products, like weed oil, leaving an undesirable residue or odor shall not be used.
- C. Owner shall be notified prior to application and advised of any danger associated with the use of these products.

- D. After Owner approval, apply insecticides in accordance with the Schedule of Article 3.09. The insect control program shall include slugs and snails and advance preventive spraying for twig borers. The Contractor shall be responsible for the choosing of chemicals and insecticides he uses and shall be accountable for any misuse of same.
- E. After Owner approval, apply the proper fungicide, herbicide and pesticides for the control of pests, weeds and plant diseases or treat cuts on exposed surfaces of trees for disease and pest control on turf and trees.

3.07 GENERAL CLEAN UP

- A. Contractor shall dispose off the property of waste materials or refuse from his operations except where agreement is reached with Owner.
- B. Plant growth shall be prevented in cracks in walks and paved areas, expansion joints, and curb joints.
- C. Leaves, pine needles, papers, grass clippings or other debris shall be removed in accordance with the Schedule of Article 3.09 as noted under Litter Pickup.
- D. Litter pickup shall include all debris and litter occurring within the limits of right-of-way. Litter pickup and trash can content removal shall be in accordance with Schedule of Article 3.09, under Litter Pickup.
- E. Mulch beds shall be cleaned of all debris and litter. Mulch which has been scattered outside of mulch bed or has been washed outside of mulch bed by rain shall be removed so that the areas around mulch beds are always clean and neat.
- F. Cleanup shall include removal of all trash from on site containers. Contractor shall supply trash can liners.

3.08 SCHEDULE

- A. The Contractor shall provide Owner with a written schedule on the first day of each month detailing all work to be performed for that month.
- B. All work under this Section shall be performed in accordance with the attached Schedule of Article 3.09.

Contractor shall not alter the water schedule and/or frequency of the irrigation system.

3.09 GUARANTY AND REPLACEMENT

- A. **Guaranty:** All plants provided by contractor shall be guaranteed for a period of one year from the date of written acceptance and shall be alive and in satisfactory growth at the end of the guaranty period. Plants damaged or killed as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operation or occupancy of building are not covered by the guaranty. Where Contractor sees any such damage, he shall list item and location and report to Owner.

Contractor shall note location of valve cover boxes as to not damage with equipment. Contractor shall be liable for any damage to valves or irrigation system.

- B. **Replacement:** At any time during the guaranty period, any dead plant shall be replaced within 3 weeks of Owner's request. At the end of the guarantee period any plant that is dead; or 50% or more of the main branch structure dead; or not in satisfactory growth as determined by Owner shall be removed from the site and shall be replaced as soon as normal conditions for planting permit. **Plants which die at no fault to the Contractor shall be replaced at a price and size agreed on by Owner Contractor prior to the replacement.**

**SPECIFICATIONS FOR
SPRINKLER SYSTEM**

General checkup every 2 months to include:

- *Adjusting nozzles, rotors & bubblers for proper coverage**
- *Check for leaks in system**
- *Check for valves that may be sticking**
- *Check filters in pop up sprayers**
- *Check control panels for proper times of watering, frayed wires, wasp nest, ants, overall conditions & overall condition**
- *Check to ensure that all heads & valve covers are at proper height to ensure that no damage will occur by mowing equipment**

Every 4 months to include:

- *Flush entire system manually at each valve**
- *Check each valve to ensure that it is working properly**
- *Inspect backflow device for leaks**
- *No subcontractors**
- *Generate a written report for each inspection performed & submit to EDC office**
- *All sprinkler heads & components of the sprinkler system will be replaced with original parts.**
- *Any damages to system by contractor will be reported to EDC office**
- *Any Damages by contractor to the sprinkler system will be replaced at contractors expense**
- *Must be licensed irrigator**

CITY OF PORT ARTHUR, TEXAS
BID PROPOSAL

JUNE 21, 2006

Bid Proposal For EDC BUSINESS PARK LANDSCAPE MAINTENANCE

The undersigned Amelia Lawn Care & Landscaping, Wayne Riley, whose principal place of business is 1411 Orange Ave, Nederland, TX submits herewith, in conformity with the General Instructions, Conditions, and Specifications for the following Bid:

OUTLINE OF BID:
DESCRIPTION

COST

EDC BUSINESS PARK

1.	YEAR 1	\$ <u>41,000⁰⁰</u>
2.	YEAR 2	\$ <u>41,300⁰⁰</u>
3.	YEAR 3	\$ <u>41,500⁰⁰</u>

Receipt of addenda is acknowledged:

No. 1 Dated 7-1-06 Received 7-2-06

Amelia Lawn Care & Landscaping 1411 Orange Ave
COMPANY NAME STREET ADDRESS

Wayne Riley _____
SIGNATURE OF BIDDER P.O. BOX

Wayne Riley Nederland TX 77627
(PRINT OR TYPE NAME) CITY STATE ZIP

Owner 409 727-6456
TITLE AREA CODE TELEPHONE NO.

BID OPENING DATE: JUNE 21, 2006

CITY OF PORT ARTHUR
INSTRUCTIONS TO BIDDER

Bidders are requested to furnish their complete REMIT TO ADDRESS and TAX IDENTIFICATION NUMBER as indicated below:

REMIT PAYMENT TO:

COMPANY Amelia Lawn Care & Landscaping
ADDRESS 1411 Orange Ave
CITY/STATE/ZIP Nederland, TX 77627

SEND PURCHASE ORDER TO:

COMPANY Amelia Lawn Care & Landscaping
ADDRESS 1411 Orange Ave
CITY/STATE/ZIP Nederland, TX 77627

TAX IDENTIFICATION NUMBER 32007628434
+585-33-0731

CITY OF PORT ARTHUR, TEXAS
BID PROPOSAL

JUNE 21, 2006

Bid Proposal For EDC BUSINESS PARK LANDSCAPE MAINTENANCE

The undersigned Joey's Tractor Service, whose principal
place of business is Port Arthur TX. submits herewith, in conformity
with the General Instructions, Conditions, and Specifications for the following Bid:

OUTLINE OF BID:

DESCRIPTION

COST

EDC BUSINESS PARK

1.	YEAR 1	\$ <u>65,000</u>
2.	YEAR 2	\$ <u>65,000</u>
3.	YEAR 3	\$ <u>65,000</u>

Receipt of addenda is acknowledged:

No. 1 Dated _____ Received _____

Joey's Tractor Service
COMPANY NAME

5991 Jade
STREET ADDRESS

Joey Villemez
SIGNATURE OF BIDDER

43
P.O. BOX

Joey Villemez
(PRINT OR TYPE NAME)

Port Arthur TX 77640
CITY STATE ZIP

owner
TITLE

409-728-1668
AREA CODE TELEPHONE NO.

CITY OF PORT ARTHUR, TEXAS
BID PROPOSAL

JUNE 21, 2006

Bid Proposal For EDC BUSINESS PARK LANDSCAPE MAINTENANCE

The undersigned Amelia Lawn Care Landscaping, Wayne Riley, whose principal place of business is 1411 Orange Ave, Nederland, TX submits herewith, in conformity with the General Instructions, Conditions, and Specifications for the following Bid:

OUTLINE OF BID:
DESCRIPTION

COST

EDC BUSINESS PARK

1.	YEAR 1	\$ <u>41,000⁰⁰</u>
2.	YEAR 2	\$ <u>41,300⁰⁰</u>
3.	YEAR 3	\$ <u>41,500⁰⁰</u>

Receipt of addenda is acknowledged:

No. 1 Dated 7-1-06 Received 7-2-06

Amelia Lawn Care Landscaping 1411 Orange Ave
COMPANY NAME STREET ADDRESS

Wayne Riley
SIGNATURE OF BIDDER P.O. BOX

Wayne Riley Nederland TX 77627
(PRINT OR TYPE NAME) CITY STATE ZIP

Owner 409 727-6456
TITLE AREA CODE TELEPHONE NO.

CITY OF PORT ARTHUR, TEXAS
BID PROPOSAL

JUNE 21, 2006

Bid Proposal For EDC BUSINESS PARK LANDSCAPE MAINTENANCE

The undersigned Earl Casimire, whose principal

place of business is TLC submits herewith, in conformity

with the General Instructions, Conditions, and Specifications for the following Bid:

OUTLINE OF BID:
DESCRIPTION

COST

EDC BUSINESS PARK

1.	YEAR 1	\$ <u>50,400.00</u>
2.	YEAR 2	\$ <u>50,400.00</u>
3.	YEAR 3	\$ <u>50,400.00</u>

Receipt of addenda is acknowledged:

No. 1 Dated _____ Received _____

TLC
COMPANY NAME

STREET ADDRESS

[Signature]
SIGNATURE OF BIDDER

P.O. BOX 3172
P.O. BOX

Earl Casimire
(PRINT OR TYPE NAME)

Port Arthur, TX 77642
CITY STATE ZIP

Owner
TITLE

(409) 566-2936
AREA CODE TELEPHONE NO.