

RESOLUTION NO. 07-072

**A RESOLUTION APPROVING THE AWARDED A
BID BY THE CITY OF PORT ARTHUR SECTION
4A ECONOMIC DEVELOPMENT CORPORATION
AND AUTHORIZING THE EXECUTION OF A
CONTRACT TO TREY'S TRACTOR SERVICES
FOR GRASS CUTTING SERVICES OF THE PORT
ARTHUR BUSINESS PARK LOCATED AT 9555 W.
PORT ARTHUR ROAD**

WHEREAS, On February 7, 2007, the Board of Directors of the City Port Arthur Section 4A Economic Development Corporation approved the grass cutting services in the amount of \$17.50 per acre by Trey's Tractor Service at the Port Arthur Business Park; and

WHEREAS, The EDC representative has reviewed all bids submitted for this project and recommends a one year contract with the option to renew for two additional one year periods to Trey's Tractor Service, as the lowest and most responsible bidder, a copy of the bid tab is attached as Exhibit "A"; and

WHEREAS, pursuant to Section 8.19 of the bylaws, the City 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 authorizes the City Port Arthur Section 4A Economic Development Corporation to award a bid to enter into a contract with Trey's Tractor Service for grass cutting services, attached hereto as Exhibit "B".

Section 3. That the grass cutting contract will reflect that the parties to the contract are the City Port Arthur Section 4A Economic Development Corporation and Trey's Tractor Service as denoted in the contract.

READ, ADOPTED AND APPROVED ON THE 14th day of February
A.D. 2007, at a Regular Meeting of the City Council of the City of Port Arthur, Texas by
the following vote:

AYES:

Mayor Pro Tem Prince;

City Council: Lewis, Barker, Henderson,
Flood, Beard, Williamson
and Sinegal.

NOES:

None.

Delmis Prince

MAYOR PRO TEM PRINCE

Attest:

Evangeline Green
EVANGELINE GREEN, CITY SECRETARY

APPROVED:

Floyd Batiste
FLOYD BATISTE, EDC CEO

APPROVED AS TO FORM:

Val Sokolow
MARK T. SOKOLOW, CITY ATTORNEY (on behalf of)

"EXHIBIT A"

**CITY OF PORT ARTHUR TEXAS
BID TABULATION SHEET**

DESCRIPTION: **MOWING OF THE PORT ARTHUR EDC BUSINESS PARK**

DATE: DECEMBER 29, 2006

NAME OF BIDDER	CASHIER CHECK	COST PER ACRE
AFFORDABLE ACERAGE CARE	NO	\$ 23.00
TREY'S TRACTOR SERVICE	\$ 650.00	\$ 17.50
JOEY'S TRACTOR SERVICE	\$ 750.00	\$ 20.50

"EXHIBIT B"

**CONTRACT FOR THE MOWING OF THE
PORT ARTHUR EDC BUSINESS PARK
IN THE BUSINESS PARK**

THIS AGREEMENT, made this day _____ of _____, 2007,
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
Trey's Tractor Service a sole proprietorship herein acting
by and through **Trey Villemez** 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 February 14, 2007 to February 14, 2008.
2. The Contractor will perform mowing and trimming 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, equipment, labor and other services necessary to connection therewith, excepting those supplies specifically not required of Contractor in the Specification.
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 cost of **\$17.50** per acre.
5. 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

6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. **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 _____ 2007.

ATTEST

**CITY OF PORT ARTHUR
SECTION 4A ECONOMIC
DEVELOPMENT
CORPORATION**

Signed on the _____ day of _____ 2007.

ATTEST

CONTRACTOR

CITY OF PORT ARTHUR, TEXAS
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed Bids, addressed to the City of Port Arthur, will be received at the Office of the City Secretary, City Hall 444-4th Street or P. O. Box 1089, Port Arthur, Texas 77641 no later than 3:00 P. M., **December 29, 2006** and all bids received will thereafter be opened and read aloud in the City Council Chambers, 5th Floor, City Hall, Port Arthur, Texas for certain services briefly described as:


**MOWING OF THE PORT ARTHUR ECONOMIC DEVELOPMENT BUSINESS
PARK**

***A MANDATORY PRE-BID IS SCHEDULED FOR 2:00 P.M. DECEMBER 19,
2006 AT THE PORT ARTHUR EDC BUSINESS PARK LOCATED AT 9555
WEST PORT ARTHUR ROAD.***

Bids received after closing time will be returned unopened.

Copies of the Specifications and other Contract Documents are on file in the Purchasing Office, 444-4th Street, City of Port Arthur, and are open for public inspection without charge.

The City of Port Arthur reserves the right to reject any and all bids and to waive informalities.


Joseph Broussard, Jr.
Purchasing Manager

FIRST PUBLICATION: DECEMBER 10, 2006

SECOND PUBLICATION: DECEMBER 17, 2006

**CITY OF PORT ARTHUR
ADVERTISEMENT FOR BIDS**

**MOWING OF THE PORT ARTHUR ECONOMIC DEVELOPMENT
BUSINESS PARK**

December 10, 2006

December 17, 2006

**CITY OF PORT
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ADVERTISEMENT FOR
BIDS**

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Joseph Broussard, Jr.
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*12/10/06
online newspaper*
**CITY OF PORT
ARTHUR, TEXAS
ADVERTISEMENT FOR BIDS**

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**MOWING OF THE PORT ARTHUR ECONOMIC DEVELOPMENT
BUSINESS PARK**

**A MANDATORY PRE-BID IS SCHEDULED FOR 2:00 P.M. DECEMBER 19, 2006 AT THE PORT ARTHUR EDC
BUSINESS PARK LOCATED AT 9555 WEST PORT ARTHUR ROAD.**

Bids received after closing time will be returned unopened.

Copies of the Specifications and other Contract Documents are on file in the Purchasing Office, 444- 4th Street, City of Port Arthur, and are open for public inspection without charge.

The City of Port Arthur reserves the right to reject any and all bids and to waive informalities.

Joseph Broussard
Purchasing Manager

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: **GRASS CUTTING AT PORT ARTHUR ECONOMIC DEVELOPMENT BUSINESS PARK**

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. DECEMBER 29, 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 3% 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.: Port Arthur EDC, P. O. Box 1089, Port Arthur, Texas 77641.

Payment: Payment will be made upon receipt of original invoices and verification by the Civic Center that 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 fifteen (15) 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.

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 Contractor 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

MANDATORY PRE-BID MEETING IS SCHEDULED FOR 2:00 P.M. ON DECEMBER 19, 2006 AT THE PORT ARTHUR EDC BUSINESS PARK LOCATED AT 9555 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.

**THE MOWING OF PORT ARTHUR EDC BUSINESS PARK
IN THE CITY OF PORT ARTHUR**

The Port Arthur Economic Development Corporation is located at 9555 W. Port Arthur Road.

Contractors will be cutting 235 acres.

The Port Arthur EDC will call the contractor to cut the grass on an as needed basis. EDC estimates three cuts for the year. It may be more.

Work must be completed within seven calendar days of issuance. Unless the Port Arthur EDC grants an extension.

MANDATORY PRE-BID MEETING IS SCHEDULED FOR 2:00 P.M. ON DECEMBER 19, 2006 AT THE PORT ARTHUR EDC BUSINESS PARK WHICH IS LOCATED AT 9555 WEST PORT ARTHUR ROAD.

THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE OPTION BY THE CITY TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR PERIODS.

CITY OF PORT ARTHUR, TEXAS
BID PROPOSAL

DECEMBER 29, 2006

Bid Proposal For MOWING OF THE PORT ARTHUR EDC BUSINESS PARK

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

OUTLINE OF BID:

DESCRIPTION

PRICE PER ACRE

MOWING PAEDC BUSINESS PARK

\$ 17.50

Receipt of addenda is acknowledged:

No. 1 Dated _____ Received _____

Trey's Tractor Service
COMPANY NAME

6166 Terry Lane
STREET ADDRESS

Trey Vilez
SIGNATURE OF BIDDER

P.O. BOX

Trey Villamez
(PRINT OR TYPE NAME)

Port Arthur Texas 77640
CITY STATE ZIP

Owner
TITLE

(409) 728-0194
AREA CODE TELEPHONE NO.

BID OPENING DATE: DECEMBER 29, 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 Trays Tractor Service
ADDRESS 6166 Terry Lane
CITY/STATE/ZIP Port Arthur, Texas 77640

SEND PURCHASE ORDER TO:

COMPANY Tray's Tractor Services
ADDRESS 6166 Terry Lane
CITY/STATE/ZIP Port Arthur Texas 77640

TAX IDENTIFICATION NUMBER 451-73-5420

AFFIDAVIT

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

The undersigned offers and agrees to one of the following:

☒ I hereby certify that I do not have outstanding debts with the City of Port Arthur. Further, I agree to pay succeeding debts as they become due during this agreement.

☐ I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

☐ I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due. My proposed agreement to pay the debt is as delineated in the attached proposed payout.

NAME OF OFFERER: Trey Villemez Trey's Tractor Service

TITLE Owner

ADDRESS 6166 Terry Lane

CITY/STATE/ZIP Port Arthur Texas 77640

TELEPHONE NUMBER (409) 728-0194

SIGNATURE Trey Villemez

SUBSCRIBED AND SWORN to before me by the above named TREY
Villemez on this the 28th

day of December, 2006.
Notary Public in and for the State of TEXAS

Martha A. Terry
MARTHA A. TERRY

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL



CONFLICT OF INTEREST STATEMENT

Please delineate all owners of your company. If you have any contractual business relationship or family relationship with any member of the governing body of the City or if you expect this to occur, please so state:

Trey's Tractor Service	Trey Villenez
None	

Trey Villenez
Signature

Experience and Capability

1 Trey's Tractor Service has been a full times grounds business for five years. It has various private contracts.

2 Trey's Tractor Service's largest dollar amount made in a year is \$15,000 from various private contracts.

3 Trey's Tractor Service has one employee.

4 Equipment Currently owned

1 2004 TN65 New Holland Tractor

1 Gravley 260Z

2 Echo SPM 260 weed eaters

1 Bush hog model 286

***Trey is a third generation grass cutter. He has been cutting grass for nine years.**