

RESOLUTION NO. 10-305

**A RESOLUTION APPROVING AWARD OF A BID FOR GRASS CUTTING MAINTENANCE TO GRASSHOPPER LAWN SERVICE IN THE AMOUNT OF \$46.43 PER ACRE FOR THE HIGHWAY 73 CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION BUSINESS PARK**

**WHEREAS**, the City of Port Arthur's Purchasing Department solicited quotes for grass cutting at the Highway 73 PAEDC Business Park (the "Business Park"); and

**WHEREAS**, seven bids were submitted as delineated in the bid tabulations; and

**WHEREAS**, the lowest bid was submitted by Southeast Texas Lawn and Maintenance of Beaumont, Texas in the amount of \$45.00 per acre; and

**WHEREAS**, Grasshopper Lawn Service of Port Arthur, Texas submitted a bid that was within five percent (5%) of the low bid; and

**WHEREAS**, in accordance with §271.9051, Texas Local Government Code, "if a municipality received one or more competitive sealed bids from a bidder, whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure less than \$100,000 with the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award,

including the employment of residents of the municipality and increase tax revenues to the municipality.”

**WHEREAS**, PAEDC recommends awarding the contract for grass cutting maintenance to Grasshopper Lawn Service (\$46.43 per acre), as its bid is within 5% of the bid received by Southeast Texas Lawn and Maintenance as reflected in Exhibit “A; and

**WHEREAS**, on July 12, 2010 the PAEDC Board of Directors approved said award to Grasshopper Lawn Service for a period of eighteen (18) months to begin on August 1, 2010 thru January 31, 2012; and

**WHEREAS**, pursuant to Section 8.19 of the Bylaws, the PAEDC 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 finds that the local bidder offers the best combination of contract price and additional economic development opportunities for the City and approves the award of a bid by the PAEDC for grass cutting for the Business Park to Grasshopper Lawn Service in substantially the form as the Contract attached hereto as **Exhibit “B”** (the “Contract”).

**Section 3.** That this Contract shall be for eighteen (18) months beginning August 1, 2010, with the provision that the PAEDC can terminate the Contract with thirty (30) days written notice for cause including, but not limited to, funds not being available in any budget cycle.

READ, ADOPTED AND APPROVED on this 27<sup>th</sup> day of July A.D., 2010,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES: \_\_\_\_\_

Mayor Prince; Mayor Pro Tem Albright;

Councilmembers Chatman, Segler, Flood, Beard, Hise and Henderson.

NOES: None.

Deloris Prince  
Deloris "Bobbie" Prince, Mayor

ATTEST:

Terri Hanks  
Terri Hanks, City Secretary (on behalf of)

APPROVED: Floyd Batiste  
Floyd Batiste, PAEDC CEO

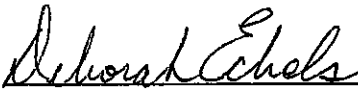
APPROVED AS TO FORM:

Guy N. Goodson  
Guy N. Goodson, PAEDC Attorney

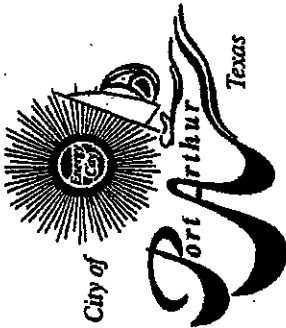
APPROVED AS TO FORM:

  
\_\_\_\_\_  
**Valecia R. Tizeno, City Attorney**

APPROVED AS TO THE AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
**Deborah Echols, Director of Finance**  
Account No. 120-1429-582.59-02

**EXHIBIT "A"**



**CITY OF PORT ARTHUR TEXAS**  
**Bid Tabulation**

**GRASS CUTTING OF HWY 73 BUSINESS PARK**

**Bid Opening Date: July 7, 2010**

Item #	UOM	Description	Name of Bidder						
			Port Arthur Lawn Care	Affordable Lawn & Tractor Svc	Southeast Texas Lawn & Maintenance	D & D's Lawn Service	Grasshopper Lawn Service	Bjones Enterprises	Quick & Fast Lawn
1	Per acre	Hwy 73 Business Park	\$78.57	\$55.00	\$45.00	\$140.00	\$46.43	\$150.00	Bid
Location			Port Arthur	Port Arthur	Beaumont	Groves	Port Arthur	Port Arthur	Port Arthur

*Shawna Tubbs*  
 Shawna Tubbs, Purchasing Manager

7/10/10  
 Date

# EXHIBIT "B"

**CONTRACT FOR LAWN SERVICES AT THE  
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION HIGHWAY 73 BUSINESS PARK**

**THIS CONTRACT**, made this day \_\_\_\_ of August, \_\_\_\_\_, 2010, by and between the **City of Port Arthur Section 4A Economic Development Corporation**, organized under the laws of the State of Texas (the "OWNER") and **Gerald Harris d/b/a Grasshopper Lawn Service**, 3745 Memorial Blvd., Port Arthur, Texas (the "CONTRACTOR").

In consideration of the payment terms, conditions and agreements set forth herein, OWNER and CONTRACTOR agree as follow:

1. The term of this Contract shall be from August 1, 2010 to January 31, 2012.
2. The CONTRACTOR will perform mowing, trimming and removal of litter and debris at the OWNER'S Highway 73 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 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 cost of \$46.43 per acre.
5. The term "Contract Documents" means and includes the following:
  - a. Contract
  - b. Advertisement for Bids
  - c. Addenda (if any)
  - d. General Information
  - e. Specifications
  - f. Bid
  - g. Notice of Award

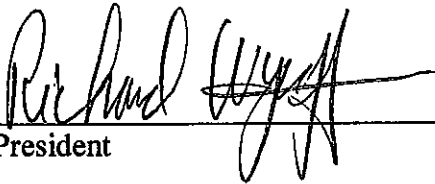


6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. **IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, duplicate copies of this Contract each of which shall be deemed as original on the date first above written.

Signed on the 5 day of August, 2010.

**City of Port Arthur Section 4A  
Economic Development Corporation**

  
\_\_\_\_\_  
President

**ATTEST:**

  
\_\_\_\_\_  
Secretary

Signed on the 5 day of August, 2010.

**Gerald Harris d/b/a Grasshopper Lawn Service**

By:   
\_\_\_\_\_  
Gerald Harris

DELORIS "BOBBIE" PRINCE, MAYOR  
MORRIS ALBRIGHT, III, MAYOR PRO TEM

COUNCIL MEMBERS:

JACK CHATMAN, JR.  
ELIZABETH "LIZ" SEGLER  
MARTIN FLOOD  
JOHN BEARD, JR.  
ROBERT E. WILLIAMSON  
D. KAY WISE  
THOMAS J. HENDERSON



STEPHEN FITZGIBBONS  
CITY MANAGER

TERRI HANKS  
CITY SECRETARY

VAL TIZENO  
CITY ATTORNEY

July 10, 2010

Floyd Batiste, CEO  
PAEDC

**RE: Bid – Grass Cutting of Hwy 73 Business Park**

On July 7, 2010, we received seven (7) bids for the above referenced bid.

The low bid was submitted by Southeast Texas Lawn and Maintenance of Beaumont, TX in the amount of \$45.00 per acre. However, Grasshopper Lawn Service of Port Arthur, TX submitted a bid of \$46.43 per acre which is within five percent (5%) of the low bid. According to Section 271.905 of the Texas Local Government Code, 'the local government may enter into a contract with . . . the bidder whose principal place of business is in the local government.' Our evaluation of the experience and reputation of Grasshopper Lawn Service indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for Grass Cutting of Hwy 73 Business Park go to Grasshopper Lawn Service of Port Arthur, TX in the amount of \$46.43 per acre for a period of eighteen (18) months to begin on August 1, 2010 thru January 31, 2012.

The original bid document, copies of the bids, and bid tabulation are included for your review.

A handwritten signature in black ink, appearing to read "Shawna Tubbs".

Shawna Tubbs  
Purchasing Manager

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

**BID FOR:** The Mowing of Hwy 73 Business Park

**BID DUE DATE:** July 7, 2010

<u>DESCRIPTION</u>	<u>PRICE PER ACRE</u>
MOWING OF HWY 73 BUSINESS PARK	\$ <u>46.43</u> <i>GH</i>

*Grasshopper Lawn Service*  
COMPANY NAME

*3745 Memorial Blvd.*  
STREET ADDRESS

*Gerald Harris*  
SIGNATURE OF BIDDER

\_\_\_\_\_  
P.O. BOX

*Gerald Harris*  
PRINT OR TYPE NAME

*Port Arthur, TX 77640*  
CITY STATE ZIP

*Owner*  
TITLE

*(409) 543-9587*  
AREA CODE TELEPHONE NO

*Gharris@gf-m.com*  
EMAIL

*(409) 982-0725*  
FAX NO.

BID OPENING DATE: July 7, 2010

**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 Grosshopper Lawn Service

ADDRESS 3745 Memorial Blvd.

CITY/STATE/ZIP Port Arthur, TX 77640

**SEND PURCHASE ORDER TO:**

COMPANY Grosshopper Lawn Service

ADDRESS 3745 Memorial Blvd.

CITY/STATE/ZIP Port Arthur, TX 77640

TAX IDENTIFICATION NUMBER 3-20247-7362-7

**AFFIDAVIT**

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

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. 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 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.

Grasshopper Lawn Service 6/30/10  
Firm Name Date

Gerald Harris Owner  
Authorized Signature Title

Gerald Harris (409) 543-9587  
Name (please print) Telephone

Gharris@gt.rv.com  
Email

STATE: Texas  
COUNTY: Jefferson

SUBSCRIBED AND SWORN to before me by the above named Gerald Harris  
on this the 28 day of June, 2010.



Tuyet T. Mai  
Notary Public

**RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL**

# 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, 80<sup>th</sup> 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 7<sup>th</sup> 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 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 7<sup>th</sup> 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