

RESOLUTION NO. 20-060

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT FOR THE MOWING OF HIGHWAY 73 BUSINESS PARK WITH CONSIDER US OF BEAUMONT, TEXAS, IN AN AMOUNT NOT TO EXCEED \$10,000.00; PAEDC FUNDING ACCOUNT NO. 120-1429-582.59-02**

**WHEREAS**, on February 10, 2020, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") approved the quote for the mowing of Highway 73 Business Park to Consider US at \$29.00 per acre; and

**WHEREAS**, a PAEDC representative reviewed all quotes submitted for this project; and

**WHEREAS**, quotes were submitted by A & R Lawn Services and Consider US; and

**WHEREAS**, A & R Lawn Service was disqualified due to lack of experience, reference and project approach; and

**WHEREAS**, the PAEDC Board of Directors recommends awarding the contract for the mowing of Highway 73 Business Park to Consider US based on a cost of \$29.00 per acre at an amount not to exceed \$10,000 for a period of one (1) year with an option to renew for two (2) additional 1-year periods.

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

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

**Section 2.** That the City Council of the City of Port Arthur approves the award of the quote and authorizes execution of a contract between PAEDC and Consider US for mowing of

Highway 73 Business Park in the amount not to exceed \$10,000 for a period of one (1) year with an option to renew for two (2) additional 1-year periods.

**Section 3.** That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 18<sup>th</sup> day of February, A.D., 2020,  
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Bartie, Mayor Pro Tem Dancet,

Councilmembers Scott, Jones, Kinlaw, Moses,  
and Frank


NOES: none

ATTEST:

  
Thurman Bartie, Mayor

  
Sherri Bellard, City Secretary  
on behalf of

APPROVED:



Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

  
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

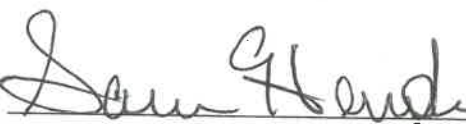
  
Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

  
Kandy Daniel, Interim Finance Director

AGREED TO:

Consider US

By:   
Print Name: SAM HENDERSON

**CONTRACT FOR THE GRASS CUTTING MAINTENANCE OF  
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION BUSINESS PARK ON HIGHWAY 73  
IN THE CITY OF PORT ARTHUR, TEXAS**

**THIS CONTRACT**, made the day \_\_\_\_\_ of \_\_\_\_\_, 2020, 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 **Sam Henderson d/b/a Consider US**, 4620 Glen Oaks Circle, Beaumont, Texas 77708 (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 March \_\_\_\_, 2020 to March \_\_\_\_, 2021, with an option to renew for two (2) additional one (1) year periods.
2. Scope of Work: The CONTRACTOR shall furnish all supervision, labor, materials, machinery, tools equipment, fuel, and service, to perform and complete all work in an efficient and workman-like manner as specified in the Specifications below.
3. Specifications for Mowing of the Highway 73 Business Park:
  - a. The OWNER's business park is located at 3330 Highway 73.
  - b. CONTRACTOR will be cutting approximately 7.269 acres.
  - c. All litter and debris shall be picked up prior to mowing and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into small pieces by the mower.
  - d. Litter and debris shall be disposed of properly, off site, at the CONTRACTOR's expense.
  - e. Litter and debris shall be defined as an object not intentionally placed at project site for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building materials, disposable diapers and cigarette butts found on the grounds and all objects found in trash receptacles. This shall also include items produced from a maintenance task such as moving and/or landscaping.
  - f. Sweep or blow clean all sidewalks and/or concrete areas affected by work. No grass clippings shall be placed or blown into City's Drainage culverts or in the streets.
  - g. Entrance roads, approaches, and/or driveways are to be maintained, where applicable.
  - h. CONTRACTOR shall neatly trim (cut and/or use a weed-eater), along sidewalks and curbs.

- i. The OWNER will call CONTRACTOR to cut grass on an as needed basis. OWNER estimates two cuts per month, however, it may be more.
  - j. Work must be completed within seven (7) calendar days of issuance, unless the OWNER grants an extension.
  - k. Acreage of property will decrease as Business Park is developed. CONTRACTOR is not responsible for the newly developed property.
  - l. CONTRACTOR will be responsible for any damages to City properties and/or structures.
  - m. Ruts caused by CONTRACTOR's equipment shall be filled at CONTRACTOR's expense.
  - n. Time extensions may be granted due to inclement weather or other act of nature only when CONTRACTOR request for such extension is submitted to the City's representative.
4. The CONTRACTOR will perform mowing, trimming and removal of litter and debris at the OWNER'S Highway 73 Business Park as set forth above every two (2) weeks at the rate of \$29.00 per acre.
5. 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 OWNER 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 OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the CONTRACTOR and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the OWNER from the CONTRACTOR is determined.
6. Termination for Convenience: The OWNER may terminate this Agreement at any time giving at least thirty (30) days notice in writing to the CONTRACTOR. If the Contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the service that it has performed up to the termination date. If the Contract is terminated due to fault of the CONTRACTOR, the previous paragraph (Paragraph 5) shall apply.
7. 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 an 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:

- a. Standard Worker's Compensation Insurance:
  - b. Commercial General Liability occurrence type insurance OWNER, its officers, agents, and employees must be named as additional insured):
    - i. Bodily injury \$500,000 single limit per occurrence or \$500,000 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
    - ii. Property Damage \$100,000 per occurrence regardless of contract amount; and
    - iii. 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.
  - c. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
    - i. Minimum combined single limit \$500,000 per occurrence, for bodily injury and property damage.
    - ii. 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.
8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, duplicate copies of the Contract each of which shall be deemed an original on the first above written.

Signed on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Signed on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Sam Henderson d/b/a Consider US**

By: \_\_\_\_\_  
Sam Henderson