

RESOLUTION NO. 22-044

**A RESOLUTION AUTHORIZING THE THIRD YEAR AND FINAL RENEWAL OF THE CONTRACT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND FREY'S LANDSCAPE OF ORANGE, TEXAS FOR LANDSCAPING AND IRRIGATION MAINTENANCE AT THE SPUR 93 BUSINESS PARK WITH A BUDGETARY IMPACT OF \$57,295.00; PAEDC FUNDING ACCOUNT NO. 120-80-625-5479-00-00-000**

WHEREAS, on February 10, 2020, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") approved entering into a contract with Frey's Landscape of Orange, Texas for landscaping and irrigation maintenance at the Spur 93 Business Park for \$57,295.00 with the option to renew for two (2) additional 1-year periods.

WHEREAS, the contract renewal with Frey's Landscaping at a cost not to exceed \$57,295.00 as denoted in Exhibit "A" was approved by the PAEDC Board of Directors at the February 1, 2021 regular board meeting for a 1-year period.

WHEREAS, the third year and final renewal with Frey's Landscaping was approved by the PAEDC Board of Directors at the January 11, 2022 regular board meeting for a 1-year period at a cost not to exceed \$57,295.00 as denoted in Exhibit "A".

**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 renewal of the contract between PAEDC and Frey's Landscaping for landscaping and irrigation service in the amount of \$57,295.00.

**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 1<sup>st</sup> day of Feb. A.D., 2022, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Bartie; Mayor Pro Tem Frank;

Councilmembers Holmes, Kinlaw and Mosey

ASDF

NOES: None

  
Thurman Bartie, Mayor

ATTEST:

  
Sherri Bellard, City Secretary

APPROVED:

  
George Davis, Interim PAEDC CEO

APPROVED AS TO FORM:

  
Frank Garza, PAEDC Attorney

APPROVED AS TO FORM:


  
Val R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

  
Kandy Daniel, Interim Finance Director

AGREED TO:

Frey's Landscaping

By:   
Print Name: Terri Frey

# **Exhibit “A”**

**CONTRACT FOR THE LANDSCAPE AND IRRIGATION MAINTENANCE FOR THE  
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION SPUR 93 BUSINESS PARK  
IN THE CITY OF PORT ARTHUR, TEXAS**

**THIS CONTRACT**, made the day 3 of March 2022, 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 **Frey's Landscape LLC**, 2214 Interstate 10, Orange, Texas 77631 (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 3 2022 to March 2, 2023.
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 Landscape and Irrigation Maintenance of the Spur 93 Business Park:
  - a. The OWNER's business park is located at 9550 West Port Arthur Road.
  - b. CONTRACTOR will service the PAEDC Spur 93 Business Park Landscaping and Irrigation Maintenance with excellent ground maintenance and bed care.
  - 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 CONTRACTOR will call provide Mowing, Bed Care and Irrigation Inspection as list in Exhibit "A".

- j. CONTRACTOR will be responsible for any damages to City properties and/or structures.
  - k. Ruts caused by CONTRACTOR's equipment shall be filled at CONTRACTOR's expense.
  - l. 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 the above mention services at the OWNER'S Spur 93 Business Park for 12 months for an annual rate of \$57,295.
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: Either Party may terminate this Agreement at any time giving at least thirty (30) days notice in writing to the other Party. 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 a 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. **Indemnification: THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS PAEDC AND ITS OFFICIALS AND EMPLOYEES INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON PAEDC DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE CONTRACTOR, ANY AGENT, OFFICER, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING IMMUNITY AVAILABLE TO PAEDC UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTED OR OTHERWISE, TO ANY PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE PAEDC IN WRITING OF ANY CLAIM OR DEMAND AGAINST PAEDC OR THE CONTRACTOR KNOWN TO THE CONTRACTOR RELATED TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.**
- 9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 10. 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 \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Jerry LaBove, President

ATTEST:

\_\_\_\_\_  
Beverly Raymond, Secretary

Signed on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**Frey's Landscape LLC**

By: \_\_\_\_\_

its, \_\_\_\_\_