

RESOLUTION NO. 22-149

A RESOLUTION AUTHORIZING THE SECOND AND FINAL RENEWAL OF THE CONTRACT WITH JOEY'S TRACTOR SERVICE FOR THE MOWING OF THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION SPUR 93 BUSINESS PARK AND THE JADE AVENUE BUSINESS PARK IN AN AMOUNT NOT TO EXCEED \$30,250.00; FUNDS AVAILABLE IN EDC ACCOUNT NUMBER: 120-80-625-5479-00-00-000

WHEREAS, per Resolution 20-092, a contract for the mowing of the City of Port Arthur Section 4A Economic Development Corporation's (the "PAEDC") Spur 93 Business Park (the "Spur 93 Business Park") was awarded to Joey's Tractor Service for a period of one (1) year with an option to renew for an additional two (2) one (1) year periods by the PAEDC; and

WHEREAS, per Resolution 20-332, the Contract with Joey's Tractor Service was amended to include the mowing of the Jade Avenue Business Park; and

WHEREAS, per Resolution 21-412, the City Council of the City of Port Arthur authorized the first renewal of the Contract with Joey's Tractor Service for the mowing of the Spur 93 and Jade Avenue Business Parks; and

WHEREAS, at their Regular Board of Meeting of March 7, 2022, the PAEDC Board of Directors approved a second and final renewal of the Contract with Joey's Tractor Service in an amount not to exceed \$30,250.00 as detailed in the Agreement attached hereto as **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 authorizes the second and final renewal of the Contract between the City of Port Arthur Section 4A Economic Development Corporation and Joey's Tractor Service for the mowing of the Spur 93 and Jade Avenue Business Parks.

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 24th day of March 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, Kenlaw, Marks
and Moss.

NOES:

None


Thurman Bartie, Mayor

ATTEST:


Sherri Bellard, City Secretary

APPROVED:

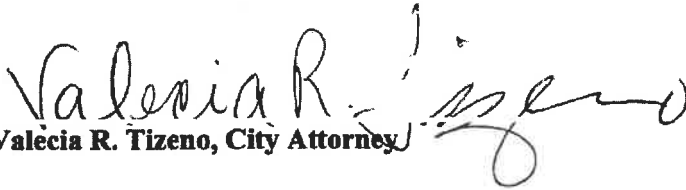

Jessica Carpenter, PAEDC CEO

APPROVED AS TO FORM:



Frank Garza, AEDC Attorney

APPROVED AS TO FORM:



Valécia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Kandy Daniel, Interim Finance Director

PR 22430

EXHIBIT "A"

**CONTRACT FOR THE MOWING OF THE CITY OF PORT ARTHUR
SECTION 4A ECONOMIC DEVELOPMENT CORPORATION
SPUR 93 BUSINESS PARK AND THE JADE AVENUE BUSINESS PARK**

TIDS CONTRACT, made the day ____ of _____, 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 **Joey's Tractor Service** (the "CONTRACTOR").

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

1. This is the second and final renewal of this contract. The term of this renewal Contract shall be from May 1, 2022 to April 30, 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 Mowing of the Spur 93 Business Park and the Jade Avenue Business Park:
 - a. The OWNER's business parks are located at 9555 West Port Arthur Road and 9055 Jade Avenue.
 - b. CONTRACTOR will be cutting approximately 103 acres at the Spur 93 Business Park, and 97 acres at the Jade Avenue Business Park.
 - 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 Spur 93 Business Park and Jade Avenue Business Park as set forth above on an **as-need basis** at the rate of \$ **27.50 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 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 required by state law:
 - 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).
 - 1. Minimum combined single limit \$500,000 per occurrence, for bodily injury and property damage.
 - n. 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. This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Jefferson County, Texas.
11. CONTRACTOR shall not assign, sublet, subcontract or transfer its interest or any portion of its interest in this Contract without the written consent of OWNER.
12. 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.

Joey's Tractor Service

Percy J. Villemez