

RESOLUTION NO. 22-221

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO EXECUTE AN AGREEMENT WITH TEAM SOLUTIONS, INC. FOR THE REPLACEMENT OF THE BUILDING AUTOMATION SERVER AT 501 PROCTER FOR AN AMOUNT NOT TO EXCEED \$5,650.00; FUNDS AVAILABLE IN EDC ACCOUNT NO.: 120-80-625-5312-00-00-000**

**WHEREAS**, Team Solutions, Inc. of Beaumont, Texas provides the server for the building automation system at 501 Procter Street; and

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") is in need of replacing the outdated enteliWEB automation server to allow the system to operate efficiently; and

**WHEREAS**, Team Solutions, Inc. proposes to replace the enteliWEB server with the Delta Controls Building Management System (BMS) to suffice the upgrades needed to remain efficient; and

**WHEREAS**, the PAEDC Board of Directors at their regular Meeting of May 2, 2022, approved a proposal submitted by Team Solutions, Inc. to replace the Building Automation Server for an amount of \$5,650.00 as described in **Exhibit "A"**.

**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 PAEDC is herein authorized to execute a proposal in the amount of \$5,650.00 for Team Solutions, Inc. to replace the building automation server at 501 Procter Street.

**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 24<sup>th</sup> day of May 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 Holmes;  
Councilmembers Kinlaw, Marks, Moss  
and Frank.


NOES: None.

ATTEST:

  
SHERRI BELLARD, CITY SECRETARY

  
THURMAN BARTIE, MAYOR

APPROVED:

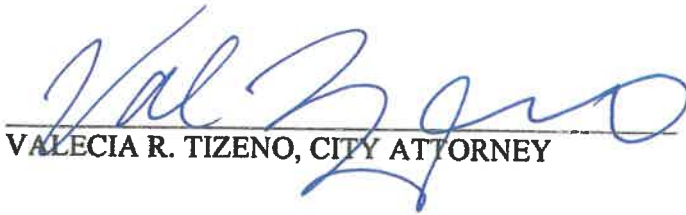
  
JERRY LABOVE, PRESIDENT OF THE PAEDC BOARD OF DIRECTORS

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Frank Garza", written over a horizontal line.

FRANK GARZA, PAEDC ATTORNEY

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Valecia R. Tizeno", written over a horizontal line.

VALECIA R. TIZENO, CITY ATTORNEY

APPROVED AS TO AVAILABILITY OF FUNDS:

A handwritten signature in blue ink, appearing to read "Kandy Daniel", written over a horizontal line.

KANDY DANIEL, INTERIM FINANCE DIRECTOR

# **EXHIBIT “A”**



*Empowering Our Customers to be Successful in Their Mission*

Attn: Joanie Collazo

Proposal No. HD2340.01

Date: March 9, 2022

**Project:** Port Arthur Economic Development  
501 Procter St #100, Port Arthur, TX 77640

**Proposal:** T.E.A.M. Solutions, Inc. proposes to replace the enteliWEB Server to the Delta Controls Building Management System (BMS) as described below.

The following scope of work and services detailed will be provided for the net sum of:

☐ **enteliWEB Server:**

**\$ 5,650.00**

*(No taxes included)*

**enteliWEB Server:**

- Decommission existing enteliWEB Server
- Provide new custom built server.
- Restore and update software and license for enteliWEB.
- Restore existing site graphics and user databases



**Inclusions:**

- General:
  - Progress Reports.
- Training
  - Additional Operator workstation training is available for your staff at our training centers. For more details go to <http://www.teamsol.net/training>
  - Delta Controls Online Courses at no additional cost for your staff.
- Warranty:
  - Equipment installed by TEAM Solutions will have a guarantee from defects in workmanship and material under normal use and service for a period of twelve (12) months from the date of acceptance and/or beneficial use by the owner.

**Exclusions:**

- 3<sup>rd</sup> Party Commissioning
- Weekend or Holiday work.
- Applicable Sales Taxes, Performance, Payment Bonds and Permits.
- Repairs or calibration to existing non-working Peripheral Devices associated with the control system.

T.E.A.M. Solutions, Inc. is authorized to begin  
Work on this project as proposed.

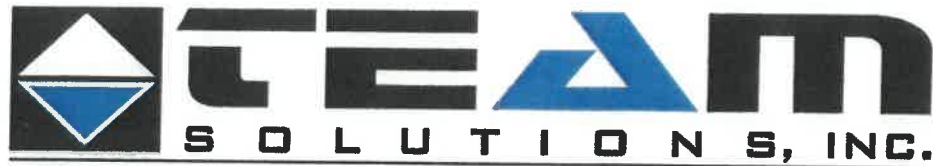
T.E.A.M. Solutions, Inc.  
Houston, Texas

Purchaser \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Seller: Robert Nowlin  
Signature: Robert C Nowlin JGG  
Title: Support Account Executive  
Date: March 9, 2022







## *Empowering Our Customers to be Successful in Their Mission*

**AGREEMENT AND LIMITATIONS:** Client accepts these Standard Terms and Conditions by signing and returning T.E.A.M. Solutions' Proposal, by sending a purchase order in response to Proposal, or Client's instructions to T.E.A.M. Solutions to begin work. Upon Client's acceptance, T.E.A.M. Solutions Proposal and related terms and conditions referred to in the Proposal shall constitute the entire agreement relating to the products and services covered by the Proposal. No terms, conditions or warranties other than those identified in the Proposal and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Client's purchase order or elsewhere shall be binding unless hereafter made in writing and signed by T.E.A.M. Solutions' authorized representative.

**SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. T.E.A.M. Solutions shall perform on behalf of Client services as described in the scope of work section and shall be compensated according to the pricing set forth herein. Plastering, patching and painting are excluded. T.E.A.M. Solutions agrees to keep the job site clean of debris arising out of its own operations. Client shall not back charge T.E.A.M. Solutions for any costs or expenses without T.E.A.M. Solutions' written consent.

**PAYMENT TERMS:** Client shall pay T.E.A.M. Solutions, at the time Client signs this agreement, an advance payment equal to 50% of the contract price, and Client agrees to pay T.E.A.M. Solutions' additional amounts invoiced within net-30 days of invoice date. T.E.A.M. Solutions may invoice Client monthly for all materials furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by T.E.A.M. Solutions, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, T.E.A.M. Solutions may suspend performance and the time for completion shall be extended for a reasonable period of time no less than the period of suspension. Client shall be liable to T.E.A.M. Solutions for all reasonable shut down, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Client shall pay all costs (including attorney's fees) incurred by T.E.A.M. Solutions in attempting to collect amounts due and otherwise enforcing these terms and conditions.

**MATERIALS:** If the materials or devices included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of T.E.A.M. Solutions, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, T.E.A.M. Solutions shall (a) be excused from furnishing said materials or devices, and (b) be reimbursed for the difference between the cost of the materials or devices permanently unavailable to and the cost of a reasonable available substitute therefore. T.E.A.M. Solutions shall be allowed to substitute materials if the materials or devices specified in the proposal become unavailable for reasons beyond the control of T.E.A.M. Solutions.

**WARRANTY:** T.E.A.M. Solutions warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), materials and devices installed hereunder and Work shall be free from defects in material, manufacture, and workmanship. Substantial completion date shall be the earlier of the date that the Work is sufficiently complete so that Client can utilize the Work for its intended use or the date that Client receives beneficial use of the Work. If such defect is discovered within the Warranty Period, T.E.A.M. Solutions will correct the defect or furnish replacement equipment (or, at its option, parts therefore). No liability whatever shall attach to T.E.A.M. Solutions until said equipment and Work have been paid for in full and then said liability shall be limited to T.E.A.M. Solutions' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. T.E.A.M. Solutions' warranties expressly exclude any remedy for damage or defect by corrosion, erosion, or deterioration, abuse, modifications, alterations, misuse, or which has not been properly and reasonably maintained, or repairs not performed by T.E.A.M. Solutions, improper operation, or normal wear and tear under normal usage. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. T.E.A.M. Solutions shall not be obligated to pay for the cost of lost refrigerant.

**TAXES:** The price of the proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Client shall pay, in addition to the stated price; all taxes not legally required to be paid by T.E.A.M. Solutions or, alternatively, shall provide T.E.A.M. Solutions with acceptable tax exemption certificates. T.E.A.M. Solutions shall provide Client with any tax payment certificate upon request and after completion and acceptance of the work.

**INSURANCE:** Each Party shall take out and maintain at its own expense all insurance necessary to cover its obligations under the Agreement.

**LIABILITY:** T.E.A.M. Solutions shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

T.E.A.M. SOLUTIONS AND CLIENT MUTUALLY AND EXPRESSLY AGREE TO WAIVE ALL CLAIMS AGAINST ONE ANOTHER FOR ANY CONSEQUENTIAL (SPECIAL) DAMAGES REGARDLESS OF THE BASIS FROM WHICH SUCH CLAIMS ARISE OR THE THEORY OF RECOVERY UPON WHICH SUCH CLAIMS ARE FOUNDED. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY, LOSS OF GOODWILL, COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES, COST OF CAPITAL, OR ANY INDIRECT, PUNITIVE/EXEMPLARY DAMAGES.

THE PARTIES HERETO AGREE TO INDEMNIFY EACH OTHER FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE IN CONNECTION WITH THE EXECUTION OF THE WORK HEREIN SPECIFIED AND WHICH ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE INDEMNIFYING PARTY.

INDEMNITY IS NOT INTENDED TO EXTEND TO ANY CLAIM ARISING FROM THE NEGLIGENCE OF THE ARCHITECT OR ENGINEER RELATING TO OR ARISING FROM THE DESIGN AND/OR ENGINEERING FOR THE PROJECT.

**UTILITIES:** Client agrees to provide T.E.A.M. Solutions with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge.

**HAZARDOUS MATERIALS:** T.E.A.M. Solutions under this Agreement expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances to include but not limited to asbestos or PCBs, discovered in or on the premises. Client warrants and represents that, except as set forth in a writing signed by T.E.A.M. Solutions, there are no Hazardous Materials on the Premises that will in any way affect T.E.A.M. Solutions' Work and Customer has disclosed to T.E.A.M. Solutions the existence and location of any Hazardous Materials in all areas within which T.E.A.M. Solutions will be performing the Work. Should T.E.A.M. Solutions become aware of or suspect the presence of Hazardous Materials, T.E.A.M. Solutions may immediately stop work in the affected area and shall notify Client. Client will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises. T.E.A.M. Solutions shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall T.E.A.M. Solutions be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

**DELAYS:** T.E.A.M. Solutions shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond T.E.A.M. Solutions' control, including, but not limited to, acts of God, governmental or judicial authority, fires, explosions, riots, labor disputes, conditions of the premises, acts or omissions of the Client, Owner, or the Contractors or delays caused by suppliers or subcontractors of T.E.A.M. Solutions. This Agreement shall at T.E.A.M. Solutions' election (i) remain in effect but T.E.A.M. Solutions' obligations shall be suspended until the uncontrollable event terminates, or (ii) be terminated upon ten (10) days notice to Client, in which event Client shall pay T.E.A.M. Solutions for all parts of the Work furnished to the date of termination.

**DISPUTES:** Any claim arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation through the use of a mutually agreed upon mediator. Any claim(s) arising out of or related to this agreement exceeding \$15,000.00 and not resolved by mediation shall be subject to binding arbitration in accordance with the American Arbitration Association Construction Industry Rules currently in effect. The parties agree that the laws of the State of Texas shall govern all disputes and venue for all proceedings referred to herein shall be in McLennan County, Texas. The prevailing party in the arbitration shall be entitled to recover, in addition to any award made by the arbitrator(s), its legal costs incurred in resolving the dispute, including, but not limited to reasonable attorney's fees. Nothing herein shall be construed as limiting any rights of T.E.A.M. Solutions to assert and perfect all applicable lien rights.

**TERMINATIONS:** Either party may, with or without cause, terminate the work/services at any time upon ten (10) working days' written notice to the other Party. In either case, T.E.A.M. Solutions shall be paid costs incurred and fees earned to date of termination and through demobilization.

**PERMITS AND GOVERNMENTAL FEES:** T.E.A.M. Solutions shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Client.

