

RESOLUTION NO. 22-474

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO THE SECOND AND FINAL RENEWAL OF THE LANDSCAPING AND IRRIGATION MAINTENANCE CONTRACT FOR THE JADE AVENUE BUSINESS PARK WITH FREY'S LANDSCAPE OF ORANGE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$26,222.50. FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5479-00-00-000

WHEREAS, per Resolution 20-366, the Port Arthur City Council on October 13, 2020 approved the award of the contract for landscape and irrigation maintenance at the PAEDC's Jade Avenue Business Park to Frey Landscape LLC in the amount of \$26,222.50 for a period of one (1) year with an option to renew for two (2) additional 1-year periods; and

WHEREAS, per Resolution 21-375, the City of Port Arthur City Council on September 21, 2021, approved the first renewal of the landscape and irrigation maintenance contract for the Jade Avenue Business Park with Freys Landscape; and

WHEREAS, ongoing landscaping maintenance is important for healthy plants and trees. Unsightly weeds and fungi not only look bad, they steal soil nutrients, water, and sunlight that the landscape plants need to grow properly. While preventative irrigation maintenance will help reduce the amount of expensive repairs that need to be made and maintaining the irrigation system will keep the landscape from being patchy and browning; and

WHEREAS, on October 3, 2022, at their Regular Board Meeting, the PAEDC Board of Directors approved the second and final renewal of the landscape and irrigation maintenance contract for an annual cost of \$26,222.50 for the Jade Avenue Business Park with Freys Landscape
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 City Council approves PAEDC entering into the second and final renewal of the landscape and irrigation maintenance contract for an annual cost of \$26,222.50 for the Jade Avenue Business Park with Freys Landscape, in substantially the same form as attached hereto as **Exhibit "A"**.

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 25th day of Oct, A.D., 2022,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Councilmembers

Bartie; Mayor Pro Tem Holmes
Jones; Kinlaw; Moses
and Frank.

NOES:

None

ATTEST:

Sherri Bellard
Sherri Bellard, City Secretary

Thurman Bartie
Thurman Bartie, Mayor

APPROVED:

Krystle Muller
Krystle Muller, Interim PAEDC CEO

APPROVED AS TO FORM:



Charles E. Zech, PAEDC Attorney

APPROVED AS TO FORM:



Val Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Kandy Daniel, Interim Finance Director

Exhibit "A"

22807

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

THIS 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 **Frey's Landscape**, 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 November 3, 2022 to November 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 ("Scope of Services").
3. Specifications for Landscape and Irrigation Maintenance of the Jade Avenue Business Park:
 - a. The OWNER's business park is located at 9055 Jade Avenue.
 - b. CONTRACTOR will service the PAEDC Jade Avenue 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 Scope of Services at the OWNER'S Jade Avenue Business Park for 12 months for an annual rate of \$26,222.50 to be billed by CONTRACTOR and paid by OWNERS on an annual monthly pro-rata basis.
5. Termination for Cause: If, through any cause, the CONTRACTOR, shall fail to fulfill in a timely or 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 _____, 2022.

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

President

ATTEST:

Secretary

Signed on the ____ day of _____, 2022.

Frey's Landscape

By:

Signature

Name:

Print Name

Exhibit "A"

Mowing | Bed Care | Irrigation Inspection

MONTH	MOWING VISITS	BED CARE VISITS	IRRIGATION INSPECTIONS
January	1	2	1
February	2	2	1
March	3	2	1
April	3	2	1
May	3	2	1
June	3	2	1
July	3	2	1
August	3	2	1
September	3	2	1
October	2	2	1
November	1	2	1
December	2	2	1
TOTAL	29	24	12