

RESOLUTION NO. 23-263

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT FOR LANDSCAPING AND IRRIGATION MAINTENANCE AT THE SPUR 93 AND JADE AVE. BUSINESS PARKS WITH FREY'S LANDSCAPE LLC OF ORANGE, TEXAS IN THE AMOUNT OF \$90,600.00; PAEDC FUNDING ACCOUNT NO. 120-80-625-5479-00-00-000

WHEREAS, on June 5, 2023, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") approved the proposal for landscaping and irrigation maintenance at the Spur 93 and Jade Ave. Business Parks to Frey's Landscape LLC ("Frey's") at an annual cost of \$90,600.00; and

WHEREAS, the PAEDC advertised a Request for Proposal in the Port Arthur News on April 12, 2023, and April 19, 2023; and posted on their website on April 10, 2023, and

WHEREAS, Frey's was the only proposal submitted for review; and

WHEREAS, the PAEDC Board of Directors recommends awarding the contract for landscaping and irrigation maintenance to Frey's based on prior performance of landscaping and irrigation service in the amount of \$90,600.00 for a period of one (1) year with an option to renew for two (2) additional 1-year periods per **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 award of the proposal and authorizes execution of a contract between PAEDC and Frey's for landscaping and

irrigation service in the amount of \$90,600.00 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 20th day of June A.D., 2023, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

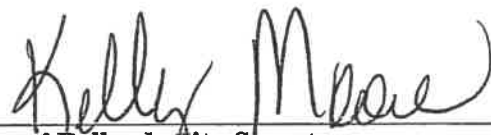

Mayor Bartie, Mayor Pro Tem Donnetta

Councilmembers Frank, Kinlaw, Lewis, Marks

NOES: none


Thurman Bartie, Mayor

ATTEST:


Sherri Bellard, City Secretary


APPROVED:


Terry Stokes, PAEDC Chief Executive Officer

23164

EXHIBIT "A"

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

THIS CONTRACT, made the day ____ of _____ 2023, 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**, 1105 Pier Road, 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 _____ 2023 to _____, 2023, 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 per attached *Exhibit "A"*.
3. Specifications for Landscape and Irrigation Maintenance of the Spur 93 & Jade Ave. Business Parks per attached *Exhibit "A"*.
4. The CONTRACTOR will perform the above mention services at the OWNER'S Spur 93 and Jade Ave. Business Parks for 12 months for an annual rate of \$90,600.00.
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 Contractor 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. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. **CONTRACTOR'S Status:** The CONTRACTOR is an Independent Contractor. CONTRACTOR and CONTRACTOR'S employees are not the agents, servants or employees of the OWNER. This Contract does NOT form a partnership or any other form of association and does NOT allow CONTRACTOR to bind or make OWNER liable to any other entity other than the CONTRACTOR.
10. **Indemnity:** The CONTRACTOR shall indemnify, hold harmless and defend the OWNER, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the CONTRACTOR'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of CONTRACTOR, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

11. **Compliance With Law:** CONTRACTOR, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Port Arthur, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. CONTRACTOR must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.
12. **Governing Law/Venue:** Texas law governs this Contract, and any lawsuit must be filed in a court that has jurisdiction in Jefferson County, Texas.
13. **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.

Signatures on the following page.

Signed on the ____ day of _____, 2023.

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

President

ATTEST:

Secretary

Signed on the ____ day of _____, 2023.

Mark Frey d/b/a Frey's Landscape LLC

By: _____
Mark Frey

Exhibit "A"

**Specifications For
Port Arthur Economic Development Corporation
Spur 93 and Jade Ave. Business Parks
Landscape and Irrigation Maintenance**

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 following:

EDC BUSINESS PARK IRRIGATION MAINTENANCE

General Check up every 3 months to include:

- Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufactures specifications, by inspection the entire system on as ongoing basis.
- Adjusting nozzles, rotors, and bubblers for proper coverage.
- Check for leaks in system.
- Check for valves that may be sticking.
- Check filters in pop up sprayers.
- Check control panels for proper times of watering, frayed wires, wasp nest, ants, and overall condition.
- Check to ensure that all heads and valve covers are at proper height to ensure that no damage will occur by mowing equipment.

Every 6 months to include:

- Flush entire system manually at each valve.
- Ensure each valve is working properly.
- Inspect backflow devices for leaks.
- Generate a written report for each inspection performed and submit to EDC office.
- All sprinkler heads & components of the sprinkler system will be replaced with original parts.

- Contractor must be licensed irrigator.
- No subcontractors.

EDC BUSINESS PARK LANDSCAPE MAINTENANCE

Every visit to include:

- Contractor shall mow, edge, and trim all turf areas.
- Contractor is responsible for trimming around any fire hydrants or signs within the cutting area.
- Clear weeds from mulched bed area.
- Contractor shall 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.
- Entrance roads, approaches, and/or driveways are to be maintained, where applicable.
- 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 smaller pieces by the mower.
- Contractors will be responsible for any damages to sprinkler systems or damages to city properties and/or structures.

Every 6 months to include:

- Contractor shall provide mulch for all bed areas.
- Contractor shall prune all trees in work areas.
- Contractor shall trim all bushes in work areas.
- Application of fertilizers, insecticides, and herbicides.
- Provide a report of fertilizers, insecticides, and herbicides used.

1.02 INTENT OF LANDSCAPE MAINTENANCE:

The Contractor shall provide Owner with a project site that is attractive in appearance and shall keep plant materials and lawns in a healthy and vigorous condition using accepted horticultural standards.

1.03 **CONTRACTORS PERFORMANCE:**

The Contractor shall perform all work required to fulfill the intent of this section. The workmen shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the way of the mainstream of the users. The Contractor shall provide all employees with the same uniform clearly identifying the company. In general, the Contractor's presence on the site shall be as inconspicuous as possible.

This is a one (1) year contract with the option to renew for two (2) additional one (1) year periods. The Port Arthur EDC can terminate this contract at its convenience which includes, but not limited to, funding not being available in any budget cycle with thirty (30) days written notice.