

RESOLUTION NO. 25-269

A RESOLUTION AUTHORIZING THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION TO APPROVE THE SECOND AND FINAL RENEWAL OF A CONTRACT FOR LANDSCAPING AND IRRIGATION MAINTENANCE AT THE SPUR 93 AND JADE AVE. BUSINESS PARKS AND AMEND AND RESTATE THE CURRENT CONTRACT TO INCLUDE CURB STRIP MAINTENANCE OF SPUR 93, JADE AVE., AND HWY 73 BUSINESS PARKS AND INCLUDE RECREATIONAL AREA MAINTENANCE OF THE SPUR 93 BUSINESS PARK WITH FREY'S LANDSCAPE LLC OF ORANGE, TEXAS IN THE AMOUNT OF \$129,800.00; PAEDC FUNDING ACCOUNT NO. 120-80-625-5479-00-00-000 (BUSINESS PARK DEVELOPMENT)

WHEREAS, the Board of Directors of the Port Arthur Economic Development Corporation ("PAEDC") previously approved a proposal and entering into a contract for landscaping and irrigation maintenance at the Spur 93 and Jade Ave. Business Parks, pursuant to Resolution Number 23-263 with Frey's Landscape LLC ("Frey's") at an annual cost of \$90,600.00; and

WHEREAS, the PAEDC proposes to amend and restate the current contract with Frey's Landscape LLC to include Curb Strip Maintenance (area six (6) feet from curb inward) of the Spur 93, Jade Ave. and Hwy. 73 Business Parks and the Recreational Area Maintenance at the Spur 93 Business Park at an annual cost of \$39,200.00; and

WHEREAS, Curb strip lawn maintenance is needed for a variety of reasons; including allowing clearance of tractor mowing for area six (6) foot inwards from curb, maintaining a visual appeal of the area, prevents weeds from taking over, and prevents erosion of the curb; and

WHEREAS, Lawn maintenance is crucial for recreational areas because it ensures a safe, healthy, and enjoyable space for activities and recreation. Proper maintenance helps control pests and weeds, prevents erosion, and creates a visually appealing environment that fosters social interaction and mental well-being of the Spur 93 Business Park Tenants; and

WHEREAS, at their June 2, 2025, board meeting, the PAEDC Board of Directors recommends approving the second and final renewal (third year) of the contract for landscaping and irrigation maintenance with 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 and amend and restate the contract to include the Curb Strip Maintenance of the Spur 93, Jade Ave., and Hwy. 73 Business Parks and also include the Recreational Area Maintenance of the Spur 93 Business Parks in the amount of \$39,200.00 for a period of one (1) year 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 second and final renewal (third year) of the contract for landscaping and irrigation maintenance with 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 and amend and restate the contract to include the Curb Strip Maintenance of the Spur 93, Jade Ave., and Hwy. 73 Business Parks and also include the Recreational Area Maintenance of the Spur 93 Business Parks in the amount of \$39,200.00 for a period of one (1) year per **Exhibit "A"**

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

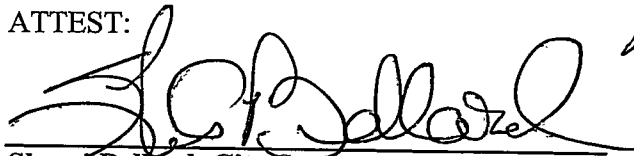
READ, ADOPTED AND APPROVED on this 17th day of June A.D., 2025,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Bartie

Councilmembers MPT Duncat, Frank, Lewis,
Kinlaw, Hamilton-Everfield

NOES: Beckorn


Thurman Bartie, Mayor

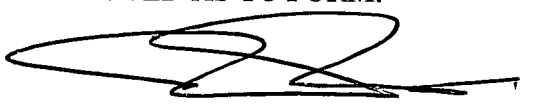
ATTEST:

Sherri Bellard, City Secretary

APPROVED:

Terry Stokes, PAEDC Chief Executive Officer

APPROVED AS TO FORM:

Stanley Springerley, PAEDC Attorney

APPROVED AS TO FORM:

Roxann Pais Cotroneo, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Lynda Boswell, Finance Director

PR 24368

EXHIBIT "A"

FIRST AMENDED AND RESTATED

**CONTRACT FOR
THE LANDSCAPE AND IRRIGATION MAINTENANCE OF
SPUR 93 & JADE AVE. BUSINESS PARKS
CURB STRIP MAINTENANCE OF SPUR 93, JADE AVE, AND HWY 73 BUSINESS PARKS
RECREATIONAL AREA MAINTENANCE SPUR 93 BUSINESS PARK
IN THE CITY OF PORT ARTHUR, TEXAS
FOR THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**

THIS CONTRACT, made the day _____ of _____, 2025, by and between the **Port Arthur Economic Development Corporation**, organized under the laws of the State of Texas (the "OWNER") and **Frey's Landscape LLC**, 9106 Cajun Way, Orange, Texas 77631 (the "CONTRACTOR").

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

1. The term of this Contract shall be from July 11, 2025, to July 10, 2026, this is the final renewal period.
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"***, as follows:
 - Specifications for Landscape and Irrigation Maintenance of the Spur 93 & Jade Ave. Business Parks.
 - Specifications for Curb Strip Maintenance of Spur 93, Jade Ave and Hwy 73 Business Parks.
 - Specifications for the Recreational Area Maintenance of the Spur 93 Business Park.
3. The CONTRACTOR will perform the landscape and irrigation maintenance services at the OWNER'S Spur 93 and Jade Ave. Business Parks for 12 months for an annual rate of \$90,600.00.
4. The CONTRACTOR will perform the curb strip maintenance services at the OWENER'S Spur 93, Jade Ave, and Hwy. 73 Business Parks and the Recreation Area Maintenance of the Spur 93 Business Park for 12 months for an annual rate of \$39,200.00.

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 coverages).
 - 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 _____, 2025

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

President

ATTEST:

Secretary

Signed on the _____ day of _____, 2025

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

By: _____
Mark Frey

Exhibit "A"

FIRST AMENDED AND RESTATED

**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.

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.

Specifications For Port Arthur Economic Development Corporation Spur 93, Jade Ave. and Hwy. 73 Business Parks Curb Strip 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:

Curb Strip Maintenance (Area six (6) feet from curb inward)

Every visit to include:

- Contractor shall mow, edge, and trim all curb strip areas.
- Contractor is responsible for trimming around any fire hydrants or signs within the cutting area.
- Clear weeds from curb strip areas.
- 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.

Schedule for 2025-2026

January	1
February	2
March	2
April	3
May	3
June	3
July	3
August	3
September	3
October	2
November	2
December	1
Total	28

INTENT OF CURB STRIP 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.

**Specifications For
Port Arthur Economic Development Corporation
Spur 93 Business Park
Recreational Area 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:

Bi-weekly service during mowing season, as needed during off season

The recreational area is comprised of approximately 0.642 acres of land

Every visit to include:

- Contractor shall mow, edge, and trim all of the recreational area.
- Contractor is responsible for trimming around any fire hydrants or signs within the cutting area.

- Clear weeds / weed eat all fenced areas.
- 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.

Schedule for 2025-2026

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Total	28

INTENT OF CURB STRIP 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.

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, this is the final renewal period. 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. Contract renewal for 2025-2026 is the second renewal, third year of the contract.