



RESOLUTION NO. 20190423-03

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH MADISON SERVICES, INC., FOR MOWING AND TRIMMING SERVICES

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center has facilitated a Request for Proposals for the mowing and trimming on certain parcels of land on TexAmericas Center Property and produced a low bidder, **Madison Services, Inc.**, and

WHEREAS, **Madison Services, Inc.**, has submitted a satisfactory proposal with satisfactory costs not to exceed \$100,000.00 annually, and has met all TexAmericas Center requirements to be qualified to do the work; and


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and is hereby authorized to award a contract to **Madison Services, Inc.**, for the services provided for as specified in substantially the same form attached hereto.

PASSED and APPROVED this 23rd day of April, 2019.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: Mowing and Trimming Services Contract



CONSTRUCTION CONTRACT
(FIXED PRICE)

STATE OF TEXAS

COUNTY OF BOWIE

This contract and agreement is entered into by and between TexAmericas Center, hereinafter referred to as "Owner," and Madison Services, Inc., hereinafter referred to as "Contractor," as follows:

I.
WORK TO BE DONE

The Contractor agrees to provide all labor and materials required to do all things necessary for the proper completion of mowing and trimming services upon the property of TexAmericas Center in accordance with the proposal submitted on the 15th day of April, 2019, which are attached hereto as Exhibit "A" and made a part hereof by reference for all purposes.

II.
CONTRACT PRICE

2.01. As a consideration for this agreement, the Owner agrees to pay to Contractor for mowing and trimming services of the above identified scope of work for the specified costs per bid item and bid price submitted in the proposal. This number of occurrences being more or less depending on rainfall amounts during the growing season

2.02. Any changes to the plans and specifications, or work, shall be agreed to in writing only by Change Order executed by Owner and Contractor with an adjustment to the contract price as set forth in the Change Order.

2.03. The Owner shall pay to Contractor, the contract price as follows:

Owner payments to contractor: Payments will be made to Madison within 15 days after completion of a mowing cycle and submission of proper invoice. All billings shall be submitted for review by TexAmericas Center.

III.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

3.01. The Contractor shall not commence work under this contract until he has obtained all of the insurance required hereunder and such insurance has been approved by the Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Certificates of insurance shall be provided to Owner evidencing the required coverage's.

3.02. The Contractor shall take out and maintain during the life of this contract Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract; and in case any such work is subcontracted, the Contractor shall either require the Subcontractors similarly to provide such insurance for all of the Subcontractor's employees to be engaged in such work, or Contractor will cover the employees of Subcontractors under his insurance policy.

3.03. The Contractor shall take out and maintain during the life of this contract such Bodily Injury and Property Damage Liability Insurance as shall protect it and any Subcontractor performing work covered by this contract for claims for damages for personal injury, including accident death, as well as from claims for property damage, which may arise from operations under this contact, whether such operations be by themselves or by Subcontractor or by anyone directly or indirectly employed by Contractor, and the amounts of such insurance shall not be less than:

- | | | |
|----|-----------------|---|
| A. | Bodily Injury | \$500,000.00 for any one person and
\$1,000,000.00 for any one accident. |
| B. | Property Damage | \$100,000.00 for any one accident and
\$300,000.00 for all accidents. |
| C. | Auto Liability | \$200,000.00 bodily injury per person
\$500,000.00 bodily injury per occurrence
\$100,000.00 property damage per occurrence |

IV.

RIGHT TO OFFSET

If at any time there should be notice of any lien or claim for labor or materials furnished to Contractor, for which, if established, Owner, or the property, might become liable, though primarily chargeable to Contractor, Owner shall in such case have the right to retain out of any payment or payments then due or to become due on the contract amount such amounts as may be sufficient to completely indemnify Owner against said lien or claim.

**V.
ASSIGNMENT**

Part of the consideration and inducement offered to Owner for the execution of this agreement is the personal character, reputation, integrity, experience and ability of Contractor. For this reason, this contract may not be assigned by Contractor. In the event of death, or other disability, which prevents Contractor from personally managing, and participating in, Contractor's performance under this agreement, the Contractor, his personal representatives and successors shall not enter into any new subcontracts or continue construction without the written consent of Owner. As soon as practically possible after the occurrence of such a disabling event, Owner and Contractor, or Contractor's personal representatives or successors, shall meet to determine the action needed to complete construction. If Owner and Contractor have not been able to agree upon a course of action to complete construction within 15 days after the disabling event, Owner shall have the right to select a new Contractor to complete the construction, or to make demand upon the Performance Bond of Contractor for completion of Contract. In such event, Contractor, or his personal representatives or successors, shall execute such documents as necessary to assign this contract to the new Contractor selected by Owner or to the Surety on the Bond. In such case, Contractor shall be paid the Contractor's fee upon a prorated basis determined by the amount of the construction completed on the date of the disability.

**VI.
CONTRACT EXECUTED BEFORE PERFORMANCE BEGUN**

This contract is executed, acknowledged, and delivered before labor has been performed and before any material has been furnished for the construction of the improvements.

**VII.
MISCELLANEOUS**

7.01. Owner and Contractor agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between them during the course of execution of the work. If the dispute cannot be resolved by negotiating, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally. During the negotiations and/or mediation of any dispute between the Owner and Contractor, execution of the work shall proceed unless the dispute relates to a design specification which prevents continuation of construction. Failure to pay a disputed invoice or charge until resolution of a dispute is not and shall not be a ground to suspend or terminate work.

7.02. It is expressly understood and agreed by and between Owner and Contractor that this agreement shall be governed by and its terms construed under the laws of the State of Texas.

Any litigation arising out of this contract shall be filed in the District Court of Bowie County, Texas.

7.03. It is agreed that time shall be of the essence of this agreement and each and every provision hereof.

7.04. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.05. In the event either of the respective parties hereto shall default in any of its covenants or obligations and the other party not in default commences legal or equitable action against the defaulting party, the defaulting party agrees to pay all reasonable expenses of litigation, negotiation and appeal, including a reasonable sum for attorney's fees.

7.06. Environmental compliance – MEC acknowledgement and resulting actions if encountered.

EXECUTED this the 23rd day of April, 2019.

OWNER:


TEXAMERICAS CENTER

By: 
Scott Norton, Executive Director/CEO

Owner's Address:

TEXAMERICAS CENTER
107 Chapel Lane
New Boston, Texas 75570

CONTRACTOR:

By: 
Title: President

Contractor's Address:

P.O. Box 1639
Madison, MS 39130

ATTACHMENTS:

Exhibit "A" - Proposal