

BID PACKET
FOR

MCND#1
PROPERTY MOWING
SERVICES AGREEMENT

Due Date:

Tuesday, February 20, 2018 at 11:00 A.M.

NOTICE OF REQUEST FOR BID PROPOSALS
FOR PROPERTY MOWING SERVICES

Sealed bids are invited and will be received by Matagorda County Navigation District Number One (“MCND#1”) for the mowing of certain properties of the District.

Bids must be made on the Bid Forms and in accordance with instructions to Bidders furnished by the MCND#1 Port Director. Bid Forms, copies of Contract Documents and form of Contract are available at the MCND#1 Port Administration Building, 1602 Main St., Palacios, Texas during regular business hours (8:00a.m. – 4:30p.m.) Monday through Friday.

Bids will be received at the office of the MCND#1 Port Director up until 11:00 a.m., Tuesday, February 20, 2018. The envelope containing the Bid must be sealed and plainly marked “Bid for MCND#1 Mowing Services”.

A pre-bid meeting will be held at the MCND#1 Port Administration Building, 1602 Main St., Palacios, Texas at 1:00 p.m., Monday, February 12, 2018. All prospective bidders are encouraged to attend.

Bids are scheduled to be awarded by MCND#1 Board of Commissioners at a Regular Board Meeting to be held on Thursday, February 22, 2018, at 1:00 p.m. or at a subsequent Board Meeting, at the discretion of the MCND#1 Board of Commissioners. Bids will be awarded based on the total aggregate bid. The selected Bidder will be awarded the contract by action of the MCND#1 Board of Commissioners approving and adopting the contract documents, providing for its enforcement and penalties as provided by law. MCND#1 reserves the right to reject any or all Bids, to waive irregularities and/or informalities in any Bid and to make an award in any manner, consistent with law, deemed in the best interest of the MCND#1.

INSTRUCTIONS TO BIDDERS

MCND#1 Property Mowing Services

1. RECEIPT AND OPENING OF BIDS

MCND #1 invites and will receive Bids on the forms attached hereto, on which all information must be appropriately filled in. Bids will be received at the MCND #1 Port Administration Office, 1602 Main St., Palacios, TX until 11:00 a.m. on Tuesday, February 20, 2018. The envelope containing the Bid must be sealed and plainly marked "Bid for MCND #1 Mowing Services."

2. PREPARATION OF THE BID

All Bids must be prepared and signed by the Bidder in the forms attached hereto. All blank spaces in each Bid Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures where indicated.

If a unit prices or lump sum already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum Bid entered above or below it, and initialed by the Bidder in ink.

The Bids received will be compared on the basis of the total aggregate amount of Bid.

Each Bid, together with the appropriate forms and documents, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and plainly marked "Bid for MCND#1 Mowing Services." If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. MCND#1 may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.

Any Bid received after the time and date specified above shall not be considered.

3. BID EVIDENCE OF INSURANCE

Each Bid must also be accompanied by a certificate of insurance evidencing the coverages set forth in Section 6 of the Mowing Services Contract or an offer of coverage from a valid insurance company that is legally licensed to provide coverage in the State of Texas.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Bidder to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by MCND#1 and the selected Bidder) and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Bidder will be considered to have abandoned all his rights and interests in the award, and the award may then be made to the next best qualified Bidder or the work re-advertised for Bids as MCND#1 may elect.

5. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

6. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Bid, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

7. CONDITIONS

Each Bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the General Specifications.

The Contractor will provide for disposal of Refuse collected by the Contractor on each work site. It is also expected that the Bidder will obtain information concerning the condition at other locations that may affect this work.

The failure or omission of any Bidder to receive or examine any, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve him of any obligations with respect to his Bid or the Contract. MCND#1 shall make all such documents available to the Bidders.

Except with respect to events or conditions which are not discoverable, the Bidder shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under condition he may encounter or create, without extra cost to MCND#1.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

8. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of MCND#1 at the pre-bid meeting or in writing after the pre-bid meeting, and, if explanations are found by Port Director to be necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Such requests for explanation shall be in writing addressed to the Port Director. Any verbal statements regarding same by any person, previous to the award, shall be unauthorized and not binding.

Addenda issued to prospective Bidders prior to date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, or by fax or e-mail to all prospective Bidders (at the respective addresses furnished for such purposes), not later than two (2) days prior to the date fixed for the opening of Bids.

9. NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the Bid of the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid. Anyone signing a Bid as an agent of another or others must submit with his Bid legal evidence of his authority to do so.

10. COMPETENCY OF BIDDER

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. MCND#1 reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications and from other sources.

MCND#1 will require submission with the Bid of certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder. The Bidder will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Bidder's equipment available for use on the Contract.
- (b) Evidence, in form and substance satisfactory to MCND#1, that the Bidder's experience as a going concern in mowing services derives from operations of comparable size to that contemplated by the Contract Documents. Bidder will submit a list of contacts with contact names and telephone numbers.

In the event that MCND#1 shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is qualified, responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to MCND#1, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Such additional information as will satisfy MCND#1 that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 10 by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

11. DISQUALIFICATIONS OF BIDDER

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of their Bid.

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous MCND#1 contract or failure to perform.

12. BASIS OF THE BID

Bids with respect to mowing services are solicited on the basis of total aggregate bids for all property. Bids will be compared on the basis of the total of the proposed pricing. The rates as written out in words in the Bid shall govern and any errors found will be corrected.

13. QUANTITIES

MCND#1 has estimated the square footage of the properties listed in the Bid Specifications and believes them to be valid. The Bidder may wish to utilize his own estimates. MCND#1 makes no representation as to the reliability of its estimate for these properties.

14. METHOD OF AWARD

MCND#1 reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Bid shall render the accompanying Bid irregular and subject to (but not requiring) rejection by MCND#1. MCND#1 intends that the Contract shall be awarded within thirty (30) days following the date that Bids are received.

15. SPECIAL EVENTS

From time to time, the Contractor may be required to provide additional mowing services for certain special events on port properties. These services shall be provided for events subject to the Contractor's receipt of at least seventy-two (72) hours' notice from MCND #1.

16. STORMS AND OTHER DISASTERS

In case of a storm or other disaster, the Port Director may grant the Contractor reasonable variance from regular schedules. As soon as practicable after such storm or disaster, the Contractor shall advise the Port Director of the estimated time required before regular schedules can be resumed.

Matagorda County Navigation District No. 1
Bid Specifications
Property Mowing Services

Properties:

1. Brooking Property, bounded by SH35 Business and E. Bayshore Dr. – Maintenance mowing and trash pick-up (approximately 3.5 Acres)
2. Turning Basins 1 & 2 (11th and 12th Street R.O.W. and adjacent property – Maintenance mowing and trash pick-up (approximately 4.2 Acres)
3. Turning Basins #3 and #4, bounded by Friery Rd., SH35 Business (Main St.) and Margerum Blvd. – Maintenance Mowing & trash pick-up (approximately 20 Acres)
4. Stidham Property, 1510 Main St. – Maintenance Mowing (approximately 1.0 Acre)
5. Marine Education Center and Hwy 35 R.O.W., bounded by SH35 Business (Main St. and Marine Center Drive – Maintenance Mowing & trash pick-up (approximately 25.6 Acres)
6. Port Administration Building, 1602 Main St. – Maintenance Mowing and some landscaping – inside trash pickup (approximately 3.7 Acres)

Maintenance Mowing services to be included: Proper horticultural care and maintenance of all plant material and all areas where plant material is growing according to the following specifications:

- a. Mowing and Trimming – Routine Maintenance Mowing should be scheduled every 4-6 weeks depending on height of turf. When turf reaches the height of 6 inches, with the exception of landscaping areas (see below), it will be mowed to a height of 3 inches. The area will be trimmed with a weed trimmer each time it is mowed. Powered weed trimmers may be used on base of wooden bollards, palms and other trees with appropriate care.
- b. Landscape Maintenance – Landscaped areas (Marine Education Center and Port Administration Building property) should be maintained at a height of 3 inches. The area will be trimmed with a weed trimmer each time it is mowed. Edging along curbs, walkways and flower beds should not leave a gap between the edge and grass of more than 1 inch.
- c. Weeding – Port Administration Building beds and exposed soil around trees, etc. are to be worked with herbicides and weeded as necessary to maintain a weed-free landscape.
- d. Mulching and Trimming of Plants/Trees - Annually, early March, flower beds at Port Administration Building will be weeded and mulched, all palm trees on Port properties and bushes and trees at the Port Administration Building will be trimmed.

- e. Clean-up – The contractor is responsible for all clean up and removal of litter, debris, limbs, brush and waste material immediately following work. Dumpsters will be provided for the contractor’s use in disposing of waste material as a result of services.

Trash Pick-up services to be included: Trash pick-up should include the premises noted in the Monthly Maintenance Report, and including obvious trash alongside Port roads or common areas on Port properties. All inquiries from MCND#1 tenants for trash disposal shall be forwarded to the MCND#1 office.

General Conditions:

To be provided by Contractor

- a. Labor, Equipment and Chemicals – The Contractor will furnish and/or supply all supervision, labor, equipment, mulch and chemicals that are necessary to fulfill this agreement.
- b. Monthly Maintenance Report – The Contractor must keep track of services and materials provided at each location, including quantities of chemicals, herbicides, etc. by completing a Monthly Maintenance Report. Reports will be presented to the Port Director on a monthly basis along with monthly invoices.
- c. Payment – Contractor will receive payment within 30 days following the month in which work is performed, pending receipt of complete monthly maintenance reports.
- d. Evaluation – Contractor’s performance will be evaluated in four areas each month:
 - 1) Appearance of maintained areas
 - 2) Proper application of chemicals, herbicides, mulch
 - 3) Proper trimming methods
 - 4) Completeness and accuracy of required report
- e. Insurance – Proof of liability insurance must accompany bid.
- f. References – A list of customer references is required with bid.
- g. Commencement of operations – Services shall begin the first day of the month following acceptance of the Contract.

EXHIBIT "A"

**CONTRACTOR'S BID FOR
MCND#1 PROPERTY MOWING SERVICES**

TO: MCND#1 Commissioners

Bid of _____

Please underline one that is applicable to Contractor: (an individual) (a partnership)
(a corporation duly organized under the laws of the state of _____).

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Mowing Services for MCND#1, does hereby offer to perform such services on behalf of Matagorda County Navigation District Number One, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

Total Bid

\$ _____ (amount in figures)

_____ (amount in words)

STATE OF TEXAS

§
§
§

MOWING SERVICES AGREEMENT

COUNTY OF MATAGORDA

WITNESSETH:

This mowing services agreement, hereinafter known as "Agreement," is made and entered into this _____, 2018 by and between Matagorda County Navigation District Number One, a governmental entity located in Matagorda County, Texas, hereinafter known as "MCND#1" and _____, hereinafter known as the "Contractor."

1. SCOPE OF CONTRACT:

Contractor agrees to furnish all the material and perform all work in a timely and workmanlike manner as required herein. In return, MCND#1 agrees to pay the Contractor the price as shown in the Contractor's bid documents, which bid documents form a part of this Agreement and are attached hereto as Exhibit "A". All payments, however, shall be subject to the terms and conditions herein. Furthermore, should there be a conflict between the terms of the bid documents and the terms of this Agreement, the terms of this Agreement shall control.

2. DEFINITIONS:

The following words shall, unless the context otherwise requires, have the meanings ascribed to them below:

Port Director shall mean the Port Director of MCND#1 or designated representative.

Debris shall mean litter, trash, garbage, tree limbs, fragments, remains, ruins, rubble, or loose material of any nature which may detract from the appearance, safety, or use of the property.

Inclement weather shall mean rainy weather when the condition of the soil is such that the rutting of property shall not allow cutting of grass to be accomplished satisfactorily, as determined by MCND#1.

Litter shall mean any debris, trash, garbage, tree limbs, fragments, remains, ruins, rubble of loose materials of any nature which may distract from the appearance of the landscaping maintenance project areas. Such term shall include, but not be limited to, paper, cans, bottles, limbs 3" or smaller in diameter, rocks, etc., which are not intended to be present as part of the landscape.

Property means the properties, whether singular or plural, that are identified by MCND#1 and given to the Contractor for mowing.

Trimming shall refer to the cutting or removal of all plant material immediately adjacent to or under the park structures, trees, poles, culverts, signs, fences, etc., and shall also include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways, parking lots and any other concrete surface within the right-of-way.

Work shall refer to those certain maintenance services required in this Agreement, including, but not limited to, mowing, trimming, the property and litter removal as well as any other related services for the property as specified in this agreement and the bid documents.

3. CONTRACTOR'S RESPONSIBILITIES:

a. **Equipment:** All equipment used for routine mowing maintenance and trash pickup shall be at the expense of the Contractor. Contractor warrants that all equipment used in performance of this agreement is adequate for the work. Mowing equipment shall be equipped with sharp blades so as not to tear but to cleanly cut the blades of grass. Additionally, Contractor shall maintain, or have immediate access to, adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment, as determined by the MCND#1 Port Director, shall be deemed a breach of this Agreement.

b. **Personnel:** Contractor shall provide supervision of work crews at all times while performing work under this Agreement. Personal supervision is not required if equipment or other means are provided that enable the work crew to communicate with the Contractor at all times.

c. **Litter Removal:** Contractor shall pick up litter and debris throughout the property prior to mowing or performing any work. Contractor shall remove all litter from the, sidewalks, and right-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris to a location designated by MCND#1 shall be the sole responsibility of the Contractor. Any litter, cut or broken during maintenance operations, shall be completely removed from the property immediately and prior to proceeding with the maintenance of other areas.

d. **Mowing:** The grass shall be mowed to an approximate height of three (3) inches. Upon completion, a mowed area shall be free of clumped grass and heavy clippings. On the initial mowing, material discharged shall be removed prior to proceeding with work on another property. Removal of cut grass from the ground areas where growth occurred will not be required for subsequent mowing. Cut grass and debris which falls or is thrown by equipment upon adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the property of the immediate work site.

e. **Trimming:** All structures, trees, poles, signs, and fences are to be trimmed closely. Special care shall be given to trimming around trees and wooden bollards so as not to inflict damage to the bark of the trees and the base of the bollards.

4. INSPECTION BY THE CONTRACTOR:

Contractor acknowledges responsibility for inspecting the properties prior to the bidding and to inform itself regarding local conditions. After MCND#1 awards the bid, the Contractor, in the presence of the MCND#1 Port Director or his designee, must make an additional inspection of the properties on which the Contractor will be working pursuant to this Agreement prior to the first mowing.

5. INDEMNITY:

Contractor agrees to and shall indemnify, hold harmless, and defend MCND#1, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for any and all damages arising out of or in connection with the work performed or required to be performed by the Contractor, his

agents, servants, employees, and/or subcontractors pursuant to this Agreement, the conduct or management of Contractor's business or activities, or from any act or omission by Contractor, his agents, servants, employees, and/or subcontractors on or about the property, where such injuries, death or damages are caused by the joint negligence of MCND#1, its officers, agents and any other person or entity and/or by the joint or sole negligence of Contractor, his officers, agents, employees, and/or subcontractors. It is the expressed intention of the parties hereto, both the Contractor and MCND#1, that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect MCND#1 from the consequences of (1) the negligence of MCND#1, its officers, agents and/or employees, where that negligence is a concurring cause of the resulting injury, death or damage and/or (2) Contractor's, his agents', servants', employees', and/or subcontractors' joint and/or sole negligence. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where the injury, death, or damage results from the sole negligence of MCND#1, its officers agents and/or employees unmixed with the fault of any other person or entity.

6. INSURANCE:

The Contractor shall at all times during this Agreement maintain in full force and effect insurance as provided herein:

a. Commercial general liability. This coverage must have a general aggregate of \$1,000,000 and a minimum of \$250,000 per occurrence.

b. If Contractor has employees, the Contractor is required to maintain Statutory Worker's Compensation coverage in amounts as required by Texas laws and shall include a Waiver of Subrogation on behalf of MCND#1.

c. Business Automobile Liability. This coverage shall have combined single limits of \$500,000.00 or limits of \$100,000/\$300,000/\$100,000 are acceptable. All automotive coverage is to include all owned and hired vehicles, if applicable.

d. Upon execution of this agreement, the Contractor shall file with MCND#1 valid certificates of insurance and endorsements acceptable to MCND#1. Such certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided or reduced until at least thirty (30) days' prior written notice has been given to MCND#1 via certified mail, return receipt requested. MCND#1, its officials and employees are to be added as additional insured to liability policies.

e. Should any insurance required by this Agreement lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse, and shall not resume any operations until authorized in writing by MCND#1. If the lapse period extends fifteen (15) days, this Agreement shall automatically terminate with no notice to the Contractor required and the Contractor shall be in breach of this Agreement.

7. TERM:

The primary term of this Agreement shall commence on March 1, 2018, and shall remain in force for one (1) year, not to extend beyond February 28, 2019, unless terminated sooner by the

MCND#1 Port Director or his designee. Pricing shall be firm. After completion of the initial Agreement term, the Agreement may be renewed on an annual basis, when done so at least one (1) month prior to the termination date of the existing Agreement. Such extensions must be in writing and signed by both parties and may not extend more than 2 (two) years beyond the initial Agreement term ending date. The final ending date of this contract is February 28, 2021, if all renewals are requested by the contractor and accepted by MCND #1.

Upon completion of the initial Agreement term and at the end of the first extension term, MCND#1 reserves the right to modify the properties which are the basis of this agreement, which may affect the contract price. Any modifications made will apply to the extension(s), if any.

7. TERMINATION:

Besides all other rights or remedies it may have, MCND #1 shall have the right to terminate this Agreement without cause upon thirty (30) days' written notice, from the MCND#1 Port Director to the Contractor, of MCND#1's election to do so. Furthermore, MCND #1 may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement, which shall include, but not limited to, the following:

- a. By failing to pay insurance premiums, liens, claims or other charges;
- b. By failing to pay any payments due MCND#1, State or Federal Government from the Contractor or its principals, including, but not limited to, payments identified in this Agreement, any taxes, fees, assessments or liens.
- c. On the institution of voluntary or involuntary bankruptcy proceeding against the Contractor;
- d. By death of the Contractor, or dissolution of the Contracting firm or business;
- e. By violation of any provision of this Agreement.
- f. By the abandonment or discontinuance of the Contractor's operations for a period of thirty (30) days. Should this occur, MCND#1 shall not be responsible for the custodial protection of merchandise, fixtures, or equipment abandoned, even though it may be necessary for MCND#1 to remove the same for storage or disposal in its sole discretion.

8. ENTIRE AGREEMENT:

This Agreement, along with the Contractor's bid documents, MCND#1 Bid Specifications and all exhibits incorporated herein, shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all parties hereto. Furthermore, this Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Contractor and MCND#1 only. Should any of the provisions contained in any of the contract documents be in conflict or inconsistent with each other, such conflict or inconsistency shall be construed in favor of MCND#1. Furthermore, both parties express agree that the MCND#1 Port Director shall be the sole and final decision-maker should any conflict

arise hereunder. In the event of any such conflict or any ambiguity in any other terms of this Agreement, such conflict or ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9. NOTICES:

All notices required to be given hereunder shall be given in writing by certified or registered mail or by hand delivery at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

10. COMPLIANCE WITH RULES AND REGULATIONS:

The Contractor shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations and ordinances of MCND#1 as they now exist or may hereafter be enacted or amended.

11. SALE OR ASSIGNMENT:

The Contractor may not sell or assign all or part of its interest in this Agreement to another party or parties without written approval of the MCND#1 Port Director of such sale or assignment. MCND #1 may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of MCND #1.

12. WAIVERS:

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

13. RELATIONSHIP OF PARTIES:

The parties intend that Contractor, in performing the specified services, shall act as an Independent Contractor and shall have control of the work and the manner in which it is performed. Contractor will perform Contractor's services for MCND#1 in accordance with currently approved methods and standards applicable to Contractor's business. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with MCND#1. Contractor is not to be considered an agent or employee of MCND#1 and is not entitled to participate in any benefits that MCND#1 for its employees.

14. MATERIALS AND EQUIPMENT:

Contractor shall furnish, at Contractor's own expense and risk, all materials, tools, and equipment necessary to carry out the terms of this contract, except for those supplies and other materials MCND#1 agrees to provide by prior approval of MCND#1 Port Director.

15. FORCE MAJEURE:

Neither MCND#1 nor the Contractor shall be required to perform any term, condition or covenant of this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party in which, by the exercise of due diligence, MCND#1 or Contractor is unable to prevent or overcome.

16. VENUE:

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and MCND#1. The place of making and the place of performance for all purposes shall be Palacios, Matagorda County, Texas.

17. SEVERABILITY:

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

18. AUTHORITY:

The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of _____, _____, the date of execution by the Chairman of Matagorda County Navigation District Number One.

By:_____

Printed Name

COMPANY:_____

Jimmy Neeley, Chairman
of the Navigation and Canal
Commissioners

ATTEST:

Greg Seaman, Secretary

MONTHLY MAINTENANCE REPORT

MONTH: _____ YEAR: _____

Property	Mowing/ Edging	Trash (2x weekly)	Weeding	Spraying	Mulching
Brooking					
TB#1 & 2 (11th & 12th Streets)					
TB#3 and TB#4					
Stidham					
Marine Center & ROW's					
Port Admin Building					

Description of any other items: _____

Comments: _____

Signed: _____ Date: _____