LAVACA-NAVIDAD RIVER AUTHORITY
EDNA, TEXAS

Lake Texana Dam, Dike and Drain
2026 Sloped Mowing Contract

CONTRACT AND SPECIFICATIONS

Thursday, November 12, 2026, at 10:00 a.m.

LAVACA-NAVIDAD RIVER AUTHORITY
LNRA SLOPED MOWING
CONTRACT SPECIFICATIONS

Instructions to Bidders

The Lavaca-Navidad River Authority ("LNRA") is seeking bids for contract mowing services for the sloped areas along LNRA's Palmetto Bend Projects Earthen Dam, East and West Dikes and the East and West Overflow Drains in Jackson County, Texas beginning December 1, 2026, through September 30, 2027, with the option to renew for up to three years if mutually agreeable.

1. Sealed bids addressed to the **Lavaca-Navidad River Authority, P. O. Box 429, Edna, Texas, 77957**, and labeled as **"Sloped Mowing Contract Bid"** will be received at the Lavaca-Navidad River Authority office located at 4631 FM 3131, Edna, Texas, until Thursday, November 12, 2026, at 10:00 a.m. **No late, faxed, or emailed bids will be considered.** LNRA will proceed without unnecessary delay to consider all bids submitted and reserves the right to reject any and/or all bids. The results of the bid opening will be available after that time.

2. Bids shall be submitted on the Bidding Form provided or copies thereof and signed. The Bidder must enter a bid for each item on the Bidding Schedule for his bid to be considered acceptable. The total bid submitted shall include all costs for the complete conduction of services, inclusive of superintendence, labor, equipment, insurance, etc.

3. Bids must be properly sealed, marked as a sealed bid and include the name and address of the bidding party. Withdrawal or modification of bids must occur before the bid opening.

4. Before a bid proposal is considered for award, the bidder may be asked to submit a statement regarding his previous experience in performing comparable work, his organization, financial resources, and equipment available for performing the work.

5. The successful Bidder ("Contractor") will be notified of the awarded contract and will not begin work until a Notice To Proceed has been executed by both LNRA and Contractor.

6. Bidder's attention is directed to the Texas Tax Code which may affect the tax-exempt status of certain parts of projects performed for agencies exempt from taxes under the Tax Code. Refer to the Texas Code Section 151 and if there are any conflicts or questions, contact the Texas Comptroller's Office. This Contract is issued by an agency which qualifies for exemption pursuant to the provisions of Section 151.309 of the Tax Code of the State of Texas.

I.
SPECIFICATIONS

General Conditions

1.01 Investigation of Site Conditions

Bidders are urged to visit the site where the work is to be performed, and by their own investigations satisfy themselves as to the conditions affecting the work to be performed under these specifications. Bidders may contact LNRA and schedule a site visit. Bidders will be held responsible for knowing the conditions as they exist.

1.02 Award

LNRA will proceed without unnecessary delay to consider the bidding schedules and reserves the right to reject any or all bids. Date of award is the date of LNRA's formal decision to award the Contract to the selected Bidder. The award of the Contract will be made by the LNRA Board of Directors to the responsible party whose bid is most advantageous to LNRA.

1.03 Qualifications of Bidder

A. Prior to award of contract, Bidder shall submit such evidence as LNRA may require, to establish Bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include:

   a. Bidder's current financial statement including amount of funds readily available to commence and carry out the work;

   b. a list of equipment available, or that will be available, for this work;

   c. a list of similar work that has been satisfactorily completed by Bidder within the last three (3) years, that are the same nature as identified in this contract, together with the names, addresses and phone numbers of persons familiar with this work;

   d. other information that may be pertinent to Bidder's qualifications;

   e. the name of Bidder's designated Superintendent or contact person; and

   f. Evidence of insurability including Insurance Agent(s) telephone and address.

B. Contractors submitting bids shall certify in writing that they possess, or will possess, all necessary paperwork, equipment, facilities, and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of "Notice to Proceed".

C. All mower operators shall be trained and properly certified to operate mowing equipment. It shall be the responsibility of Contractor to supply all necessary training.

D. Should the bidder fail to promptly produce evidence satisfactory to LNRA on any of the foregoing points he may be disqualified, and the work awarded to the next bidder so qualifying.

1.04 Rejection of Bids

LNRA reserves the right to reject all bids if no representative or responsive bids are received.

LNRA also reserves the right to reject any Bid, if investigation of such Bidder fails to satisfy LNRA that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated by Contract Documents.

1.05 Failure to Execute Contract

Should the successful Bidder fail to execute the Contract Agreement and to validate the same within ten days after Notice of Award of the Contract, the award shall go to the next qualified bidder if approved by LNRA.

1.06 Contractor's Insurance

A. Contractor shall not commence work under the Contract until, he/she has obtained at his/her expense, all insurance required by the Contract Documents and such evidence of insurance has been approved by LNRA. Such insurance shall remain in full force and effect on all phases of the work, until all work under the Contract is completed and has been accepted by LNRA. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

B. Contractor must furnish to LNRA one (1) copy of the Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to LNRA. LNRA must be listed as additional insured on the General liability and Auto Liability policies by endorsement, and a waiver of subrogation by endorsement is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

Contractor shall procure and maintain for the term of the contract the following types of insurance:

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	**Bodily Injury and Property Damage** Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises and On-Going Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	$1,000,000 Per Occurrence $2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	$500,000 Combined Single Limit
UMBRELLA/EXCESS LIABILITY	$5,000,000 Per Occurrence
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Section 1.06(D). $500,000/$500,000/$500,000

C. In the event of accidents of any kind related to this Contract, Contractor must furnish LNRA with copies of all reports of any accidents within ten days of the accident.

D. ADDITIONAL REQUIREMENT

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by Contractor will be promptly met. An All States Endorsement shall be required if Contract is not domiciled in the State of Texas.

2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A.

3. Contractor shall be required to submit a copy of the replacement Certificate of Insurance to LNRA at the address provided below within ten days of any change made by Contractor or as requested by LNRA. Contractor shall pay any costs incurred resulting from said changes. All notices under this Section 1.06 of the Contract, shall be given to LNRA at the following address:

Lavaca-Navidad River Authority
Attn: Patrick Brzozowski, P.E.
P.O. Box 429
Edna, Texas 77957

4. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contact the following required provisions:**

   a. List LNRA, its officers, officials, employees, and volunteers, as additional insured by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the LNRA, with the exception of the workers' compensation policy;

   b. Provide for an endorsement that the "other insurance" clause shall not apply to where LNRA is an additional insured shown on the policy;

   c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of LNRA; and

   d. Provide 30 calendar days advance written notice directly to LNRA of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice from nonpayment of premium.

E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to LNRA. LNRA shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

F. In addition to any other remedies LNRA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, LNRA shall have the right to order Contractor to stop work hereinunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrate compliance with the requirements hereof.

G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor or its subcontractor's performance of the work covered under this contract.

H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by LNRA for liability arising out operations under this contract.

I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

1.07 Indemnity

A. To the extent permissible by law, Contractor shall protect, defend, indemnify, and save harmless LNRA, and its officers, agents, and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property.

B. The Lavaca-Navidad River Authority shall not be held responsible for any damage to vehicles, equipment or other property or for any personal injuries caused by Contractor. Contractor will also be responsible for any damage to Contractor's equipment or injuries to Contractor's employees.

1.08 Payment

Payment for work complete and accepted, will be made upon completion of each mowing cycle at the Contracted Unit Price Per Mile and shall be considered full compensation for furnishing all materials, all labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete each mowing cycle. No additional compensation will be made for "extra" work, unless agreed to in writing by LNRA and in advance of the work being performed or provided by the contractor.

1.09 Basis of Payment

To receive payment, Contractor will prepare and submit to LNRA a detailed invoice showing as completely as practicable, the total value of the work done by Contractor for the completed mowing cycle. LNRA will review and approve the invoice before payment will be made. Each invoice should include distance (miles) mowed, trim only distance (miles), the appropriate price per mile and total cost per mowing cycle. An LNRA designee will inspect the mowing on a random basis to insure the work is complete and satisfactory. All invoices will be paid within 30 days after the invoice arrives at the LNRA office at the approved rates.

Invoices should be mailed to:

Lavaca-Navidad River Authority
Attn: Accounting
PO Box 429
Edna, Texas 77957

Electronic invoices should be sent to:

accounting@lnra.org

1.10 Assignment

This contract, and the work to be performed and responsibilities defined herein, may not be assigned to another party without the written consent of LNRA. If assignment is granted, the sub-contracting party to whom the assignment is made will comply with contract requirements found stated and implied herein. Regardless of assignment, the Contractor shall remain responsible for ensuring the work is performed by the requirements defined herein.

1.11 Termination

This contract may be terminated at any time by either party upon giving the other part at least 90 days prior written notice of the intended date of termination.

This contract may also be terminated by LNRA, with cause, due to Contractor's inability to correct safety concerns or consistently providing poor quality work, or non-compliance with LNRA directives. In the event of termination, LNRA will pay Contractor for work performed through the date of termination.

This contract may also be terminated due to the non-appropriation of funding by LNRA.

1.12 Renewal

This contract may be renewed annually, not to exceed three (3) years, under the same terms and conditions, as mutually agreed to in writing by both parties at the time of renewal, subject to appropriation of funding by LNRA. Substantive changes in the terms and/or conditions of this agreement may necessitate rebidding of the Mowing Contract.

1.13 Notices

All notices, requests, demands, and other communications shall be sent to:

If to LNRA:

Lavaca-Navidad River Authority
P.O. Box 429
Edna, Texas 77957

If to Contractor:

_____

_____

_____

1.14 Information

To obtain additional information regarding these specifications, please contact:

Scott Hartl, P.E.
Manager - Operations
361-782-5229
shartl@lnra.org

II.
CONTRACTOR PERFORMANCE

The following outlines the mowing requirements that are to be met by Contractor. Any question concerning these requirements should be directed to Scott Hartl, shartl@lnra.org.

2.01 General Conditions

Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under Contract.

All mowing shall be performed in the manner described herein, and to the satisfaction of LNRA. LNRA's designee shall notify Contractor of any areas to be excluded from the mowing cycle and/or any mowed areas that require a second mowing.

A. MOWING CYCLE – A mowing cycle will consist of the mowing of an equivalent linear distance of approximately 19.5 miles of 3:1 slope along the Palmetto Bend Project's West Dike, West Drain, Maximum Dam Section, East Dike and East Drain. Each mowing cycle shall be a continuous effort until the cycle is completed (weather permitting).

B. MOWING AREA - The East Dike, West Dike and the East and West Drain side slopes are normally 3:1. The mowing width of the sloped area averages 45 feet in width, more or less.

C. MOWING QUALITY- The height of mowing shall be 6 inches maximum height and 4 inches minimum height. The mowing shall present a neat and attractive appearance. Standing vegetation remnants and/or strips of vegetation left between cuts and areas mashed down by equipment tires and not mowed, will not be acceptable and required to be mowed a second time at no additional cost to LNRA.

D. PAYMENT – Mowing will be paid on a per mile basis.

2.02 Special Conditions

A. The contractor will mow an 8-foot path along the top flat area along the East and West Drains.

B. Contractor agrees that the LNRA Designee shall direct the time and the final mileage for each mowing cycle. The number of mowing cycles shall be determined by the LNRA Designee within the parameters of this agreement. The Contractor will be expected to perform a minimum of two (2) mowing cycles per year, weather dependent and pending final decision by LNRA. The following is the approximate schedule to be used. This will be adjusted based on the timing of the start of the contract and the final decision of LNRA.

Approximate Schedule – 2 Cycles

1st Mowing Middle of April – May (spring mow)

2nd Mowing Last week of August – September (fall mow)

Multiple mowing cycles may or may not be possible or warranted, depending on growth of vegetation and weather conditions.

C. The equipment used for mowing shall be of sufficient type, capacity, and quantity to safely and efficiently perform the mowing work as specified. Additionally, the type of transportation to move the mowing equipment shall be approved by LNRA, which type will not damage gates or roads. The type of mower, tractor, and mower to be used shall be indicated on the bidding schedule.

D. Contractor will be notified, via telephone, seven (7) calendar days prior to the date specified for the beginning of each mowing cycle. After receiving notification, Contractor shall carry out all schedules in the same general direction and sequence. Cycles shall be completed without interruption and the satisfaction of the LNRA Designee.

E. Prior to commencing work, the LNRA Designee will furnish the Contractor a complete list of areas to be mowed. Based on this information, the Contractor shall submit to the LNRA Designee a planned mowing sequence. The mowing list provided by LNRA and mowing schedule submitted by the Contractor shall become the basis for:

a. Contractor's mowing schedule
b. Inspection of work by LNRA Designee
c. The invoicing for cycles completed
d. Payment by the mile for services rendered.

Any subsequent changes to the mowing list or mowing schedule must have the prior approval of the LNRA Designee and the Contractor.

F. For the purpose of the inspection and control, the LNRA Designee will monitor Contractor's submitted mowing schedule as a guide to verify the miles mowed for each route.

1. All areas mowed by Contractor must present an appearance which is satisfactory to the LNRA Designee.

2. The LNRA designee will maintain a log of completed work and will verify completion of Contractor's work with Contractor upon completion of cycle.

3. Any deficiency in Contractor's performance will be reported to Contractor within 24 hours following completion of work, and such deficiencies shall be corrected by Contractor no later than 72 hours following receipt of such notice.

4. In the event the Contractor mows higher than the specified height, Contractor shall re-mow the area in conflict at Contractor's own expense.

G. Contractor shall carry on the operations in such a manner so as not to damage the existing ground areas, signs, signposts, elevated water pipeline, valves, blow-offs, gates/gate posts and fence h-bracing, or any other dam safety instrumentation.

Care should be taken not to mow during wet conditions where turf damage or ruts would occur. In the event that damage occurs to any of the above appurtenances on the mowed area during and by reason of the mowing operations, Contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the LNRA Designee at no additional expense to LNRA. **If damaged property resulting from Contractor's operations has to be repaired or replaced by LNRA, the cost of such work and repair shall be deducted from Contractor's payment.**

It is highly recommended Contractor document by means of video or picture to verify that damage was done prior to the mowing operation.

H. It is essential to complete all mowing cycles within the time limits specified by the LNRA Designee. While the actual mileage to be mowed may vary cycle to cycle, the successful bidder must be prepared to provide the mowing of the entire area as shown and stated herein. The five (5) areas to be mowed are listed in the table below.

Description	Basis
East Drain	9.25 miles
West Drain	2.5 miles
Maximum Section	1.0 miles
East Dike	4.75 miles
West Dike	2.0 miles

I. Failure to completely mow the entire scheduled cycle will be treated as follows:

a. If a cycle is incomplete due to elements beyond Contractor's control, the amount of payment to Contractor will be determined by actual miles mowed.

b. If the quality of work is not satisfactory and it is deemed by the LNRA Designee that the Contractor does not have the ability to correct the quality of work, the Contractor will be informed in writing of the termination of the contract. The Contractor will be paid for the actual miles mowed and deemed acceptable.

c. Safety of the mowing operation is the responsibility of Contractor. If the LNRA Designee feels the safety of the operation is not adequate, the mowing operation will be halted. In the event that it is deemed that Contractor does not have the ability to operate safely, this contract may be terminated, and Contractor shall be paid for the mowed mileage deemed satisfactory. **Please note that safety issues must be addressed immediately**.

J. All operations described in these specifications shall be conducted by Contractor's personnel and all such operations shall be the at the expense of Contractor.

K. Contractor shall provide all fuel and any other materials and incidentals necessary to complete the required work. Contractor shall be responsible for all maintenance and repair of equipment and the availability, presence, and supervision of all employees.

L. It shall be Contractor's responsibility to ensure that any debris is removed in order to not hinder mowing. Contractor shall not allow any debris to be thrown onto the sloped areas by the mowing equipment or Contractor personnel. If so, it is to be removed immediately.

BID FORM
LNRA Sloped Mowing

As stated herein, original certificates of insurance must be provided to LNRA for a minimum of $5,000,000. LNRA shall be named as an additional insured, and it must include a waiver of subrogation in favor of LNRA. Proof of workers compensation insurance will be as required by Texas state law. Certificates must be furnished to LNRA for verification.

Upon acceptance of the bid, Contractor will be notified. The contract between LNRA and Contractor will be executed within ten (10) days of award. The awarded contractor will be notified of the tentative start date by December 1, 2026, with the work to begin within seven (7) days of being notified by LNRA.

The following bid is for a one (1) year contract to mow slopes as described herein, understanding that the contract **may be** renewed annually, not to exceed three (3) years under the same terms and conditions as mutually agreed to by both parties in writing each consecutive period subject to appropriation of funding. Substantive changes to the Terms and/or Conditions may necessitate rebidding this contract.

Bid Basis is per mile.

ITEM	QUANTITY	BASIS (MILE)	TOTAL
SLOPE MOWING	19.5 miles		

Company:_____

Address:_____ **City/State/Zip:**_____

Contact person:_____ **Telephone:**_____

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications.

Name:_____ **Signature:**_____

Title:_____ **Date:**_____

FORM OF AGREEMENT

STATE OF TEXAS §
COUNTY OF JACKSON §

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between Lavaca-Navidad River Authority, hereinafter termed LNRA, and _____, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by LNRA, Contractor, hereby agrees with LNRA to provide and complete the services described in the specifications attached hereto, and all extra work in connection therewith. Contractor agrees, at his own proper cost and expense, to furnish all supplies, materials, machinery, equipment, tools, superintendence, labor, insurance, and other necessities and services to fulfill the terms of the Contract, in accordance with the conditions and prices stated in the Instructions to Bidders, Bidding Form, and Specifications, all of which are attached, which are all made a part of and which do collectively evidence and constitute the entire contract.

Contractor hereby agrees to commence work after signing this contract at a time as directed by LNRA, but not before December 1, 2026. This contract may be renewed each year, in writing, if mutually acceptable to both parties, until September 30, 2029, subject to the same terms and conditions of the initial contract period, subject to appropriation of funding.

Contractor has completed Form 1295 including obtaining the certification of filing number, and it has been filed with LNRA, in compliance with Government Code 2252.908 as prescribed by law.

LNRA agrees to pay Contractor in current funds as provided in the LNRA Sloped Mowing Bid Form, which form a part of this Contract.

INDEMINIFICATION

To the extent permissible by law, Contractor shall protect, defend, indemnify, and save harmless LNRA, and its officers, agents, and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property.

The Lavaca-Navidad River Authority shall not be held responsible for any damage to vehicles, equipment or other property or for any personal injuries caused by Contractor. Contractor will also be responsible for any damage to Contractor's equipment or injuries to Contractor's employees.

In Witness Whereof, the parties to these presents have executed this Agreement on the date shown:

_____	_____
Contractor	General Manager
_____	_____
Date	Date
_____	_____
Witness	Witness

COMPLIANCE WITH GOVERNMENT CODE 2252.908

Government Code 2252.908 states that a governmental entity or state agency may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission (Commission) was required to adopt rules necessary to implement the law and prescribe the disclosure of interested parties form. The Certificate of Interested Parties form (Form 1295) is available on the Commission's website. **A business entity must fill out Form 1295 electronically on the Texas Ethics Commission website using the online interactive Form.** A business entity must enter the required information on the online version of Form 1295, finalize ("submit") it, and print a copy of the completed Form, which will then contain a unique certification number generated by the Commission; the Commission retains a copy of the submitted online Form. An authorized agent of the business entity must sign the printed copy of the filled-out Form and the Form must be notarized. The completed and notarized Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the Commission, using the Commission's certification number, and "acknowledge" the receipt of the filed Form 1295 not later than the 30th day after the date the contract binds all parties to the contract. The Commission will post the acknowledged Form 1295 to its website within seven business days after receiving acknowledgment from the governmental entity or state agency.

Information is available on the Texas Ethics Commission website (www.ethics.state.tx.us) regarding filing Form 1295, logging in for the first time, and short videos with frequently asked questions. You may also contact the Commission with questions at 512-463-5800 or LNRA (Jill Crenshaw) at 361-782-5229.

I/We, the undersigned, agree to comply with Government Code 2252.908 as prescribed by law.

Signed: _____ _____

(Company Name) (Company Address)

By: _____ (Seal if Bidder is a Corporation)

(Signature)

ATTEST: _____

Date: _____