

# Jordan Marine Construction L.L.C.

4950 Lazy Lane,  
Montgomery, Texas 77316

## Contract for Services

This Contract for Services is made between **Kim Nguyen** and **Jordan Marine Construction LLC** of Montgomery, Texas (Contractor and/or JMC).

**Job Address: 1283 Blue Heron Dr, Bayou Vista, TX 77563**

### SCOPE of Work:

Removal and replacement of bulkhead and boat dock

### Price Includes:

- Bulkhead Material. TW-70 sheeting 12 ft sheets
- 2.5 CCA 6x6x15 line post @ 5ft OC
- 3/4" tie backs @ 5' OC
- 2.5 CCA 3x8 waters top and bottom of wall
- JMC will backfill and replace sod as needed
- Bulkhead drawing to be provided with acceptance of The Proposal for submission to your homeowners association and the City necessary.

1. **PAYMENT:** Payments shall be made to Jordan Marine Construction LLC as follows:

Total price to remove and replace the bulkhead and boat dock **\$47,000.00**

**\$20,000** due at signing to order material

**\$12,000** due on start date

**\$15,000** due upon completion

1. **TERM:**

In the event payment is not paid to Jordan Marine Construction as stated above, Jordan Marine Construction LLC reserves the right to take legal collection actions as afforded by Texas Law, including filing a lien on the Property where work is contracted.

2. **DEFAULT:** The occurrence of any of the following shall constitute a material default under this Contract.

A. The failure of the Owner to make the required payment when due.

B. The insolvency or bankruptcy of either party.

C. The subjection of any of either party's property to any levy, seizure, general assignment the benefit of creditor or government agency.

D. The failure to make available or deliver the Services in the time and manner provided in this contract.

E. The interference by any of the 36 homeowners with the bulkhead project, such impeding access to the property or bulkhead or filing a Temporary Restraining Order.

3. **FORCE MAJEURE:**

If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("FORCE MAJEURE") and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term FORCE MAJEURE shall include, without limitations, Acts of God, Fire, Explosion, Vandalism, Storm or other similar occurrence, Orders or Acts of Military or Civil Authority, or by National Emergencies, Insurrections, Riots or Wars, or Strikes, Lock Outs, Work Stoppages or other Labor Disputes, or Supplier Failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with the reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**4. DISPUTE RESOLUTION:**

The parties will attempt to attempt to resolve any disputes out of or relating to the Agreement through friendly negotiations amongst both parties. If the matter is not resolved by negotiation, the parties will resolve the dispute by Alternative Dispute Resolution or Mediation by a Third Party. If either of these methods do not resolve the issue, the final method of resolution shall be Binding Arbitration. The Arbitrators award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

**5. ENTIRE AGREEMENT:**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether written or oral concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between parties.

**6. SEVERABILITY:**

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**7. AMENDMENT:**

This Contract may be Amended or Modified in writing by mutual agreement between the parties if the writing is signed by the obligated under the Amendment.

**8. GOVERNING LAW:**

This Contract shall be construed in accordance with the laws of the State of Texas.

**9. NOTICE:**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as other party may have furnished to the other in writing.

**10. WAIVER OF CONTRACTUAL RIGHT:**

The failure of either party to enforce any provision of this Contract shall be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**11. ATTORNEY'S FEES TO THE PREVAILING PARTY:**

In any action arising hereunder or any separate action pertaining to the validity of the Agreement, the prevailing party shall be awarded reasonable attorney's fee and costs, both in the trial court and appeal.

**12. CONSTRUCTION AND INTERPRETATION:**

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. **Kim Nguyen** (Owner) and **Chris Kick** of **Jordan Marine Construction LLC**, effective as of this date first above written.

Service Recipient (Owner)

By: \_\_\_\_\_

Printed Name / Title

Address:

\_\_\_\_\_  
Signature

Jordan Marine Construction LLC (Contractor)

By: Chris Kick-Managing Partner JMC

Address: 1810 Eagles Cove Friendswood Tx 77586

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Signature