# CONTRACT FOR GRASS CUTTING SERVICES BY AND BETWEEN Lowerdo Lautrils LC AND THE CITY OF BAY ST. LOUIS, MISSISSIPPI

This contract is made and entered into by and between Lambard Tolustrip, LLC (hereinafter referred to as "Contractor"), and the City of Bay St. Louis (hereinafter referred to as "City"), with an effective date as of January 1, 2025, and a commencement date of December 31, 2025, upon the following terms and conditions, to-wit:

- Contractor agrees to provide professional grass cutting services including minor trash
  pickup prior to cutting, mowing, edging, and blowing. In addition, services include
  weed eating and spaying herbicide around all poles, signs and equipment that cannot
  be moved within the City limits of Bay St. Louis. Contractor will include all tools,
  equipment and labor necessary to perform such services. Cutting schedule may vary
  with weather conditions. Contractor shall work with the City to develop a schedule for
  the services described in Exhibit A.
- 2. This Contract shall be in full force and effect from January 1, 2025, for a period of three (3) years, with an option by the City to extend the agreement for three (3) additional one (1) year periods unless the Contract is otherwise terminated. During the contract term, the City reserves the right to add additional sites to the service list or remove specific sites from the service list. If service sites are modified during the term of the Contract, the City will contact the Contractor to negotiate pricing modifications, if warranted.
- 3. Contractor agrees to provide all services described in Exhibit A & Exhibit B to this Contract. Exhibit A is the schedule of grass cutting service location with cost per cut and an annualized total cost. Exhibit B is a brief description of the work required by the City for each location. Exhibit B is not meant to be an exhaustive list or description of the services provided. Frequency is dependent on weather and terrain conditions. This judgment is at the joint discretion of the Contractor and the City. The Contractor shall coordinate directly with the Director of Public Works, or his designee, for the City.
- 4. On a weekly basis, Contractor shall provide the Public Works Director of the City, or any other official designated by the City, a weekly work log report—broken down on a daily basis—of all services provided pursuant to this Contract. Contract must provide the completed log of services for the previous week by noon on the Monday following the completion of the work. For this Contract, a week is considered Monday through Sunday.
- 5. This contract is for services to be performed throughout the term(s) of this Contract. Contractor shall bill the City at the first of each month for all services provided during the preceding month. Bills shall be broken down into unit price based upon the prices listed in Exhibit A. Payments will be made after the docket is approved by the City Council at its regularly scheduled meetings and pursuant to Mississippi law.

6. All insurances shall be maintained with a properly licensed company that holds a Certificate of Authority from the Mississippi Department of Insurance. All insurance shall be written on an occurrence basis, and with the exception of workers' compensation and employer's liability, shall name the City of Bay St. Louis, Mississippi as additional insured and include a waiver of subrogation in favor of the City of Bay St. Louis, Mississippi. Contractor shall provide City with certificates of insurance for each insurance and such certificates will indicate that the described insurance policies may not be canceled before the expiration of thirty (30) day notification period that the City will be immediately notified in writing of any such notice of termination.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- Commercial General Liability in the amount of one million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence.
- Comprehensive Automobile Liability with combined single limit-bodily injury and property damage in the amount of \$1,000,000.00.
- Worker's Compensation Contractor shall provide a policy that is consistent
  with Mississippi state law. The Worker's Compensation policy shall state
  that it cannot be cancelled or materially changed without first giving thirty
  (30) days prior notice thereof in writing to the City.
- Any other insurance coverages as may be required by law in the State of Mississippi.
- The City shall be listed as an additional insured on all policies and proof of
  insurance shall submitted to the City prior to commencement of any work.
  Annually upon renewal of all insurance policies, current proof of insurance
  will be provided to the City by the Contractor.
- 7. It is understood and agreed that Contractor is an independent contractor and there is no relationship of employer/employee as between the parties hereto.
- 8. It is understood and agreed that Contractor shall not subcontract any portion of the services provided herein without written approval from the City. The City is under no obligation to approve a subcontractor as approval is completely within the discretion of the City.
- 9. It is understood by and between the parties that City reserves the right to remove from this contract any of the service locations as shown in Exhibit A upon written notice by the City to Contractor. Upon removal of any service locations, Contractor shall have no further responsibility for lawn care as to those locations.

- 10. Contractor will ensure that all employees, representatives, or agents performing work on the property of the City possess the necessary skills and training to perform the job safely and competently.
- 11. Any additional lawn care services requested by the City to be performed by Contractor which are not listed in this contract shall be negotiated and agreed upon as to price and will be billed at the first of the month following the month in which the additional services are performed.
- 12. Contractor shall be responsible for all damages to the City's property or unsatisfactory work.
- 13. Contractor shall indemnify and hold the City harmless from any and all damages, liability, or costs, including reasonable attorneys' fees and costs of defenses arising from its performance of the services under this Contract.
- 14. It is expressly agreed that this Contract and all terms and conditions hereof, whether expressed or implied, shall be governed by and construed in accordance with the laws of the State of Mississippi. Contractor and City further agree that should any dispute over the interpretations, application, or enforcement of this Contract not be amicably resolved, and/or if in the event Contractor should undertake any judicial action against City to enforce any rights under this Contract whether expressed or implied such dispute shall be resolved in the appropriate state court located in the County of Hancock, State of Mississippi, or if the law so requires this matter be brought in Federal Court, then in the appropriate Federal Court of Mississippi nearest Hancock County, Mississippi, and the Contractor expressly waives any rights it may not or hereafter may have to complain of such designation of venue.
- 15. This contract may be terminated by the City at any time, with or without cause, upon written notice to Contractor.
- 16. The contract is subject to all terms and agreements identified in the Addendum to City of Bay St. Louis Contracts attached as Exhibit C.
- 17. It is understood that the full proposal submitted by Contractor to the City and the Request for Proposal issued by the City is fully incorporated into this Contract as Exhibit D and Exhibit E.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK— SIGNATURE PAGE TO FOLLOW] IN WITNESS WHEREOF, the parties to this contract, acting under proper authority, have caused this contract to be duly executed effective as of the date state hereinabove.

CITY OF BA	AY ST. LOYIS, MISSISSIPPI	
Ву:	Mike Favre Mayor	$\frac{1-8-25}{\text{Date}}$
Phone:	228-466-5457	Email: mfavre@baystlouis-ms.gov
Address:	688 Highway 90, Bay St. Loui	s, MS 39520
CONTRAC	TOR: Lambacolo	Industries LCC
Ву:	Authorized Signer	Date 13/24
Phone:	504-610-1745	Email: lonbardo_stevezychio.com
Address:	1320 Dubu lane	Waveland, Ms 39576

## Exhibit A.

## GRASS CUTTING SCHEDULE FOR CITY WIDE CONTRACT

## CITY OF BAY ST. LOUIS, MISSISSIPPI

## Schedule of Grass Cutting Services and Fees

			# OF		ESTIMATED
ITEM	LOCATION	DEPARTMENT	CUTS	PRICE PER CUT	ANNUAL COST
1	City Hall	Administration	22	\$ 150 -	\$ 3,300 -
2	Fire Station on Hwy 603	Fire	22	\$ 35 -	\$ 1,870-
3	Fire Station on Main Street	Fire	22	\$ 85 -	\$ 1.870-
4	Police Station on Main Street	Police	22	\$ 40 -	088 1
5	Train Depot/Community Hall/Duck Pond	Buildings & Grounds	22	\$ 320 -	\$ 7,040-
6	Court Street Parking	Buildings & Grounds	22	\$ 85 -	\$ 1,870 -
7	Cedar Rest Cemetary on Second Street	Buildings & Grounds	22	\$ 225 -	\$ 4,950 -
8	Boys and Girls Club	Buildings & Grounds	22	\$ 190 -	\$ 4,180 -
9	Public Works Lay Down Yard on Bookter Street	Public Works	22	\$ 50 -	\$ 1,100 -
10	Senior Citizen Center	Buildings & Grounds	22	\$ 110 -	\$ 2,420 -
11	Beachfront	Parks & Recreation	22	\$ 125 -	\$ 2,750 -
12	Dunbar Dog Park	Parks & Recreation	22	\$ 85 -	\$1,870 -
13	Old City Hall Grounds & Park	Parks & Recreation	22	\$ 130 -	\$ 2,860 -
14	MLK Park	Parks & Recreation	22	\$ 90 -	\$ 1,980 -
15	McDonald Park & Splash Pad	Parks & Recreation	22	\$ 170 -	\$ 3,740 -
16	Commagere Park	Parks & Recreation	22	\$ 340 -	\$7,480 -
17	7th Street Park	Parks & Recreation	22	\$ 85 -	\$ 1,870 -
18	Al Smith Park	Parks & Recreation	22	\$ 110 -	\$ 2,420 -
19	Wards 1 - 4 (excluding Hwy 90, including Central Ave)	Public Works	10	\$11,815 -	\$ 118,150-
20	Wards 1 - 4 Ditches	Public Works	10	\$ 800 -	5 8,000 -
21	Central Ave Railroad Section Additional Cuttings	Public Works	12	\$ 640 -	\$ 7,680-
22	Wards 5 & 6 (excluding Hwy 603)	Public Works	10	\$15,900-	\$159,000-
23	Wards 5 & 6 Ditches	Public Works	10	\$ 200-	\$ 2,000 -
24	Longfellow Drive Additional Cuts	Public Works	12	\$ 430 -	\$ 5,160 -
25	Highway 603 (Ditch to Ditch and Boat Launch, Excluding Woodline)	Public Works	22	\$2,140-	\$ 47,080-
26	Highway 603 (Ditch to Woodline, Full Cut)	Public Works	11	\$ 1,200-	\$ 13,200 -
27	I-10 Exit 13 Hwy 603 (Island to Woodline)	Public Works	22	\$ 800-	\$ 17,600-
28	Highway 90	Public Works	22	\$ 2,150 -	\$ 47,300-
29	Additional Services	Public Works		\$125/4-	s N/A -
			Estim	ated Grand Total	\$479,620

D12129/24

The price of services provided under this contract shall be subject to annual adjustments based on the percentage change the U.S. Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers (CPI-U) for the preceding twelve months, using December as the base period. The price will be adjusted by multiplying the base price by the calculated CPI adjustment factor. There will be a 2% minimum and 5% maximum increase in effect.

12/29/24

## DESCRIPTION OF GRASS CUTTING SERVICES FOR CITY WIDE CONTRACT

refer to upolited Addenda in Exhibit C

#### **EXHIBIT B**

### CITY OF BAY ST. LOUIS, MISSISSIPPI

### **Description of Grass Cutting Services for Citywide Contract**

• General Grass Cutting Services for All Locations: Contractor agrees to provide professional grass cutting services including trash pickup prior to cutting (and after, if needed), mowing, edging, and blowing to all service locations. Contractor will cut from road to minimum of 4 ft behind power poles on back side of ditches, unless otherwise specified by the City. Contractor will weed eat and spray herbicide around all poles, signs, concrete islands, sidewalks, and equipment that cannot be mowed within the city limits of Bay St. Louis. Contractor must ensure that culverts and all drainage structures are not clogged with trimmings. All intersections will be cut to provide visibility for traffic. Grass clippings must be blown off roads as they are cut.

## Additional to the services listed above, the following services are location/site specific:

- Beachfront/North Beach: Cutting 2 passes along the sidewalk (minimum of 8 ft.) and 2 passes along the headwall (minimum of 8 ft.) as well as the head of every road to include foot of the Bay Bridge.
- Wards 1 4: Cutting from road up to one pass behind power poles on back of ditch (min. 4 ft.). Corners should be cut back to maintain visibility. All functioning roads and ditches within the entire wards shall be serviced by contractor.
- Ward 1 4 Ditches: The following ditches in Wards 1-4 are included: (1) 200 Block of Ulman to Carol Ave.; (2) 200 Block of Ballentine Street to Washington Street; (3) Dunbar Ave at Old Bay Lane to Athletic Drive; (4) Drainage Easement on the North and South of Spanish Acres Dr.; (5) Sunset Drive to Dunbar Ave; (6) North and South Drainage Easement on Oaks Blvd.; and (7) 515 Highland Drive. Ditches in the wards will not be cut with heavy equipment, but will be cut with weed eaters (unless pre-approved by the City).
- Wards 5 & 6 (Excluding Hwy 603): Cutting from road to one pass behind power poles (min. 4 ft.).
   Corners cut to maintain visibility. All functioning roads and ditches within the entire wards shall be serviced by contractor. Central Ave will be cut from wood line to wood line, and all intersections will be cut to provide visibility for traffic. Jordan River Drive from Fifteenth Street to Locust Lane will be cut from wood line to fence line to include all city right of way.
- Ward 5 & 6 Ditches: The following ditches in Wards 5 & 6 are included: (1) Longfellow Drive from Highway 90 to Perniciaro Lane and East of Bushlog Street; and (2) Green Meadow turn in ditch. Ditches in the wards will not be cut with heavy equipment, but will be cut with weed eaters (unless preapproved by the City).
- Central Avenue (by railroad): Cutting of grass up to rocks of railroad.
- Highway 603: Services for every cut include cutting from center of ditch to center of ditch on each side
  of the highway including the medians and the Bayou Lacroix Boat Launch. Cutting from ditch to wood
  line is required every other round of cutting.

• I-10 Exit 13 at Hwy 603: Services including cutting from Island to wood line.

12/24/24

Highway 90/Drinkwater/Longfellow/Green Meadow/Blue Meadow: Services include cutting everything at the base of the Bay Bridge to the Bay St. Louis City lines—including service roads and right of ways. Also included are (1) Drinkwater to Green Meadow; (2) Blue Meadow from Highway 90 to Joe's Bayou Road; (3) Longfellow Drive from Highway 90 to Highway 603. Longfellow requires cutting back vertical growth on right of way. Blue Meadow Road requires cutting to the wood line from Old Blue Meadow Road to Bay High School.

Additional Services: Contractor will provide any requested additional landscaping/lawn care services at a rate of  $\frac{25}{hour}$ .



### **REQUEST FOR PROPOSALS**

## **GRASS CUTTING SERVICES**

## **ADDENDUM #1**

The City of Bay St. Louis issued addendum #1 on December 18, 2024. The addendum includes the following changes:

- 1. Added a list of addresses for city facilities
- 2. Updated Exhibit A
  - a. Add Police Station on Main Street
  - b. Added Public Works Lay Down Yard on Bookter Street
  - c. Removed Soccer Complex
  - d. Removed BSL Athletic Complex (Baseball Fields)
- 3. Updated Exhibit B
  - a. Wards 5 & 6 ditches will <u>not</u> be cut with heavy equipment (unless preapproved by City). This will be cut with weed eaters.
- 4. Clarification: The Bayou Lacroix Boat Launch is included in the Hwy 603 Ditch to Ditch Cutting on line 24 of Exhibit A
- 5. Clarification: Commagere Park does not include the St. Stanislaus fields. This includes the city football and baseball fields, the parking area, bathrooms and other common areas at the park.
- 6. The city does not have a map of exact locations. Addresses were provided for city owned facilities.
- 7. There is no pre-bid meeting. Please email questions to <a href="mreso@baystlouis-ms.gov">mreso@baystlouis-ms.gov</a>, if needed.
- 8. Deadline for submitting questions is Friday, December 27, 2024 at 9:00AM.

Michael Reso City Clerk

## Exhibit C

## ADDENDUM TO THE CITY OF BAY ST. LOUIS CONTRACTS

## Addendum to City of Bay St. Louis Contracts

This Addendum between the City of Bay St. Louis, Mississippi ("BSL") and ("Contractor") is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; <u>Miss. Code Ann.</u> § 11-11-3; <u>Miss. Code Ann.</u> § 11-45-1; <u>City of Jackson v. Wallace</u>, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

 BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11th) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

 BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

 Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for BSL to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contactor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.

14. Any references to BSL submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- 18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
- 19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, <u>Miss. Code Ann.</u> § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, <u>Miss. Code. Ann.</u> § 27-104-151, et seq.
- 20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.
- 21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period I the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
- 22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

- 23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.
- 24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.
- 25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR:	Lembardo Indestries CC
BY:	X. I Tala
NAME/TITLE	Steve Combando S. / Owner
DATE:	12/13/24
CITY OF BAY ST.	LOUIS, MISSISSAPP
BY:	- Wolaf Born
NAME/TITLE:	Michael J. Favre, Mayor
DATE:	1-3-25

## Exhibit D

## FULL PROPOSAL SUBMITTED BY CONTRACTOR FOR REQUEST FOR PROPOSAL FOR GRASS CUTTING SERVICES

### Overview:

Lombardo Industries LLC has been servicing clients throughout southeast Louisiana and the Gulf Coast since 2008. We are a complete landscaping and grounds maintenance company that accommodates projects of any size.

Lombardo Industries LLC currently employs the owner, Steve Lombardo Jr, and four key personnel (Maximo Garcia, Jose Paguada, Jesus Alvarado, and Selvin Alvarado). Three of them are our original employees.

- Steve has been in the business for 19 years and operated Lombardo Industries for 16. He
  runs the day-to-day operations, handles all office work, and procurement. If awarded the
  Maintenance contract, he will also manage operations of this contract.
- Maximo has been in the business for 18 years, and with Lombardo Industries for 15. He is skilled in all aspects of the landscaping business. He is very experienced with work order tracking and contracts with numerous sites having been the foreman over all St. Bernard Parish work for the past 7 years. He is now the St. Bernard Parish operations lead.
- Jose has been with Lombardo Industries for 15 years. With no prior experience he was hired
  due to his work ethics, quickly learning the landscape business. He is now the foreman over
  all Jefferson and Orleans Parish work as well as crew lead 2 days per week in St. Bernard.
- Jesus has been with Lombardo Industries for 15 years. With no prior experience he was hired due to his work ethics, quickly learning the landscape business. In November of 2021 he became the foreman over all Hancock County, Mississippi work.
- Selvin has been with Lombardo Industries for 5 years and is the son of Jesus Alvarado. If awarded he will become a crew lead for this project.

\*We are planning to provide 3 trucks, and 18 laborers for this maintenance contract. We currently provide 3 trucks and 15 laborers as reference. \*

## Approach:

#### Prior to bid submittal:

Steve Lombardo Jr (Owner) and Maximo Garcia (Foreman) inspected all sites and verified measurements. This allows Lombardo Ind. to give the most accurate and competitive price.

### Prior to contract start date:

Lombardo Ind will inspect all sites awarded for anything out of the ordinary (Excessive debris, very tall grass, etc...) and report back to office. This will help ensure a fair start.

### **During contract:**

Lombardo Ind will maintain sites within all schedules and guidelines. To be sure of this, we plan to use the following method:

- The project manager will receive list of sites awarded from City. He/she will then arrange all work orders into the most efficient route possible and generate a schedule for crews to follow.
- Crews will start on first day allowed in schedule (weather permitting) and turn in weekly progress updates.
- Project manager will randomly check sites during the workweek to help prevent problems.
- After all cutting has finished for the month, Lombardo Ind will then confirm with city that all work has been completed, and all guidelines met. We will be able to compare weekly work logs.
- Invoice for month will be submitted to office.

## **Lombardo Industries LLC Equipment List:**

- · (1) Exmark 46" ZTR mower
- · (1) Exmark 48" ZTR mower
- · (1) Kubota 48" ZTR mower
- · (12) Kubota Diesel 60" ZTR mowers
- · (2) Kubota Diesel 72" ZTR mower
- (1) Kubota RTV900 with 200 gallon gas powered sprayer and detachable front mounted turbine blower
- · (1) 2021 Kubota SVL97 w/ grapple bucket, sweeper with hopper, and brush cutter
- (1) 25gal electric sprayer
- (4) Kubota M5-111 tractors
- · (3) 15' bush-hog
- · (2) 3pt. Hitch 16' boom mowers
- (1) Kubota M6-111 tractor with 22' Terrain King Boom Mower
- · (1) Kubota MX5100 tractor with 6' bush-hog
- · (1) 2004 Ford F-250 Superduty with Landscape Bed
- · (1) 1999 Ford F-250 Superduty with Landscape Bed
- (1) 2015 Dodge Ram 3500
- · (1) 2017 Dodge Ram 3500 with Landscape Bed
- · (1) 2020 Dodge Ram 4500 flatbed
- · (2) 2024 Dodge Ram 5500 flatbed
- (1) 8yd Dump Trailer
- (2) 30yd Dump Trailers

## Lombardo Industries LLC References:

- Schoen Funeral Home. 9 years present Patrick Schoen 504-482-2111
- Greenwood Funeral Home and Cemetery. 9 years present Charlie Eagan 504-486-0880
- Chateau DiJon Apartments. approx. 15-acre site, 750 units. 10 years Diana Comeaux 504-837-0305
- Tangipahoa Parish Schools. 3 years. Lorrie Morgan
- St. Louis King of France School. Metairie, La. 10 years Present. Pam Schott 504-650-0025
- Jumonville Plantation Subdivision. Meraux, La. 6 years. Debbie Taffaro 504-339-9188
- St. Bernard Parish Highways, levees, and various ROWs. 9 years present. Jeff McClain 504-278-4200
- St. Bernard Parish Adjudicated Properties. managed 250 in zone H. 10 years. Jeff McClain 504-278-4200
- St. Bernard Parish Public schools. 17 sites. 3yrs present. Jason Duey 504-338-9286
- City of Bay St. Louis highways, ditches, and other ROWs. 3yrs present. Ronnie Vanney 228-467-5505
- City of Waveland highways, ditches, and other ROWs. 3yrs present. Bo Humphreys 228-216-2493
- Infinity Space Center. 16acre site. 2yrs present. Brian Alexander. 228-493-1077
- Bradford O'Keffe Funeral Home on Main St and Cemetery on Longfellow Dr BSL. 1 yr present. Chris O'Keffe 228-365-1199
- Louisiana Dept. of Transportation. Various sections of Interstates in southeast Louisiana.
   Approx. 2,300 acres 7yrs present. 225-379-1200

## This is not an official certificate of good standing.

Name History

Name Type Name

Lombardo Industries LLC Legal

**Business Information** 

Limited Liability Company **Business Type:** 

**Business ID:** 1083077

**Status: Good Standing Effective Date:** 01/10/2016

**State of Incorporation:** Mississippi

1320 Dubuc Lane **Principal Office Address:** Waveland, MS 39576

Registered Agent

Name

Steve Lombardo Jr 1320 Dubuc Lane

Waveland, MS 39576

Officers & Directors

**Title** Name

Steve A Lombardo Jr

1320 Dubuc Lane

Manager Waveland, MS 39576



January 6, 2025

City of Bay Saint Louis 688 U.S. 90 Bay St. Louis MS 39520

Account	Intorma	tion.
ACCOUNT	mnomia	uon.

Policy Holder Details: Lombardo Industries LLC.

Need Help?
Chat online or call us at (866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT						
NUTMEG INS AGENCY INC/PHS 76210798 The Hartford Business Service Ce		PHONE (A/C, No, Ext):	FAX (A/C, No):	):				
3600 Wiseman Blvd San Antonio, TX 78251		E-MAIL ADDRESS:						
San Antonio, 12 70231			VERAGE	NAIC#				
INSURED		INSURER A:	30104					
Lombardo Industries LLC.		INSURER B:	39608					
1320 DUBUC LN		INSURER C:						
WAVELAND MS 39576-2708		INSURER D:						
		INSURER E:						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER:	•	REVISION	NUMBER:				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR			SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	-	
LIK	COMMERCIAL GENERAL LIABILITY	INSK	WVD		IMMIDDITTITI	(MANUDOLL LLII	EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	X General Liability						MED EXP (Any one person)	\$10,000	
Α		х	x	76 SBU BF7C7N	04/24/2024	04/24/2025	PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	i					GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
l	OTHER:		1						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	ANY AUTO	ŀ					BODILY INJURY (Per person)		
	ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)		
	HIRED NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
$\vdash$	UMBRELLA LIAB OCCUR	<del>                                     </del>					EACH OCCURRENCE	-	
	EXCESS LIAB CLAIMS- MADE						AGGREGATE		
	DED RETENTION \$					Ì			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
	ANY Y/N PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				11/01/2024	11/01/2025	E.L. EACH ACCIDENT	\$500,000	
В				76 WEG BB2WCB			E.L. DISEASE -EA EMPLOYEE	\$500,000	
							E.L. DISEASE - POLICY LIMIT	\$500,000	
	Employment Practices Liability			76 SBU BF7C7N	04/24/2024	04/24/2025	Each Claim Limit	\$25,000	
A	Insurance	l		/0 SBU BF/C/N	U4/24/2U24	0412412025	Annual Aggregate Limit	\$25,000	
DESC	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
City of Bay Saint Louis 688 U.S. 90 Bay St. Louis MS 39520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Sugar S. Castareda

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

ce	rtificate holder in lieu of such endors	eme	nt(s).							
PRODUCER						CONTACT Marcus Ladner NAME: Marcus Ladner				
HANCOCK COUNTY FARM BUREAU					PHONE (A/C, No. Ext): 228-255-1133 FAX (A/C, No):					
Marcus Ladner					E-MAIL ADDRES	3S:				
PO BOX 217						INS	URER(S) AFFOR	DING COVERAGE		NAIC#
Kiln,	MS 39556				INSURE	RA: MS Farr	n Bureau Cas	ualty Ins Co	276	69
INSUF	RED				INSURE	INSURER B:				
	Lombardo industries LLC				INSURE	RC:				
	1320 DUBUC LN				INSURE	RD:				
					INSURE	RE:				
	WAVELAND		MS ·	39576	INSURE	RF:				
				NUMBER:				REVISION NUMBER:		
INI CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	QUIR PERTA POLIC	EMEN AIN, 7 CIES.	IT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY ED BY	' CONTRACT THE POLICIES REDUCED BY I	OR OTHER D S DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPECT	TO WHIC	H THIS
NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY							EACH OCCURRENCE \$		
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
	CLAIMS-MADE OCCUR							MED EXP (Any one person) \$		
								PERSONAL & ADV INJURY \$		
		1						GENERAL AGGREGATE \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:					1	'	PRODUCTS - COMP/OP AGG \$		
	POLICY PRO- JECT LOC							Deductible \$		
	AUTOMOBILE LIABILITY						ļ	COMBINED SINGLE LIMIT (Ea accident) \$		1,000,000
ļ	X ANY AUTO	ļ						BODILY INJURY (Per person) \$		
Υ	ALL OWNED SCHEDULED AUTOS	У	У	MCA 30542878		08/11/24	08/11/25	BODILY INJURY (Per accident) \$		
	HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$		
								\$	<u> </u>	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE	1						AGGREGATE \$		
	DED RETENTION \$	<u> </u>						\$	<u></u>	
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT \$		
	(Mandatory In NH)	1	1					E.L. DISEASE - EA EMPLOYEE \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>	ļ					E.L. DISEASE - POLICY LIMIT \$	<u> </u>	
		<u> </u>	<u> </u>			L				
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)									
CEI	RTIFICATE HOLDER				CAN	CELLATION	1			- · · · · · · · · · · · · · · · · · · ·
UEI	TIII IOATE HOLDER			<del></del>	J CAN	OFFE VION				
City of Bay Saint Louis					THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CA IEREOF, NOTICE WILL B' CY PROVISIONS.	NCELLED E DELIV	BEFORE ERED IN
	688 Hwy 90				L					
Bay Saint Louis, Ms 39520					AUTHORIZED REPRESENTATIVE					

## Exhibit E

# REQUEST FOR PROPOSAL BY CITY OF BAY ST. LOUIS FOR GRASS CUTTING SERVICES



## GRASS CUTTING SERVICES REQUEST FOR PROPOSALS

December 9, 2024

To Whom It May Concern:

The City of Bay St. Louis is requesting proposals for request for proposals for Grass Cutting Services. This request for proposal includes the advertisement, the contract, Exhibit A and Exhibit B.

Contractors must complete Exhibit A by filling in the "price per cut" and "estimated annual cost" for each line item. On Exhibit B, the contractor must provide the "hourly rate for additional services" on the last line item.

As part of the RFP Proposal submitted to the City of Bay St. Louis, contractors must also provide the following information:

- 1. Contract Signed by Contractor to agree to terms of contract
- Exhibit A with pricing information (price per cut and estimated annual cost for each line item)
- 3. Exhibit B with pricing information (hourly rate for Additional Services)
- 4. Exhibit C signed by contractor to agree to terms of addendum to city contracts
- ✓5, List of dedicated equipment for this contract
- 6. List of dedicated personnel for this contract
- List of similar contractors the contractor has or is working for other entities
- 8. List of references for similar contracts

Thank you for submitting for this project.

Sincerely,

City Clerk