



**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
2. 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
7. 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,


Michael J. Reso
City Clerk

Exhibit A

**GRASS CUTTING SCHEDULE
FOR CITY WIDE CONTRACT**

CITY OF BAY ST. LOUIS, MISSISSIPPI

Schedule of Grass Cutting Services and Fees

ITEM	LOCATION	DEPARTMENT	# OF CUTS	PRICE PER CUT	ESTIMATED ANNUAL COST
1	City Hall	Administration	22	\$ 145 -	\$ 3,190 -
2	Fire Station on Hwy 603	Fire	22	\$ 80 -	\$ 1,760 -
3	Fire Station on Main Street	Fire	22	\$ 80 -	\$ 1,760 -
4	Police Station on Main Street	Police	22	\$ 100 -	2,200
5	Train Depot/Community Hall/Duck Pond	Buildings & Grounds	22	\$ 310 -	\$ 6,820 -
6	Court Street Parking	Buildings & Grounds	22	\$ 80 -	\$ 1,760 -
7	Cedar Rest Cemetary on Second Street	Buildings & Grounds	22	\$ 210 -	\$ 4,620 -
8	Boys and Girls Club	Buildings & Grounds	22	\$ 185 -	\$ 4,070 -
9	Public Works Lay Down Yard on Bookter Street	Public Works	22	\$ 100 -	\$ 2,200 -
10	Senior Citizen Center	Buildings & Grounds	22	\$ 150 -	\$ 3,300 -
11	Beachfront	Parks & Recreation	22	\$ 100 -	\$ 2,200 -
12	Dunbar Dog Park	Parks & Recreation	22	\$ 80 -	\$ 1,760 -
13	Old City Hall Grounds & Park	Parks & Recreation	22	\$ 125 -	\$ 2,750 -
14	MLK Park	Parks & Recreation	22	\$ 80 -	\$ 1,760 -
15	McDonald Park & Splash Pad	Parks & Recreation	22	\$ 165 -	\$ 3,630 -
16	Commagere Park	Parks & Recreation	22	\$ 330 -	\$ 7,260 -
17	7th Street Park	Parks & Recreation	22	\$ 80 -	\$ 1,760 -
18	Al Smith Park	Parks & Recreation	22	\$ 110 -	\$ 2,420 -
19	Wards 1 - 4 (excluding Hwy 90, including Central Ave)	Public Works	10	\$ 11,600 -	\$ 116,000 -
20	Wards 1 - 4 Ditches	Public Works	10	\$ 1,000 -	\$ 10,000 -
21	Central Ave Railroad Section Additional Cuttings	Public Works	12	\$ 670 -	\$ 8,040 -
22	Wards 5 & 6 (excluding Hwy 603)	Public Works	10	\$ 15,200 -	\$ 152,000 -
23	Wards 5 & 6 Ditches	Public Works	10	\$ 800 -	\$ 8,000 -
24	Longfellow Drive Additional Cuts	Public Works	12	\$ 400 -	\$ 4,800 -
25	Highway 603 (Ditch to Ditch and Boat Launch, Excluding Woodline)	Public Works	22	\$ 2,050 -	\$ 45,100 -
26	Highway 603 (Ditch to Woodline, Full Cut)	Public Works	11	\$ 1,050 -	\$ 11,550 -
27	I-10 Exit 13 Hwy 603 (Island to Woodline)	Public Works	22	\$ 800 -	\$ 17,600 -
28	Highway 90	Public Works	22	\$ 1,700 -	\$ 37,400 -
29	Additional Services	Public Works		\$ 100 -	\$ -
Estimated Grand Total					\$ 465,710 -

Total \$ 465,710

Exhibit B

**DESCRIPTION OF GRASS CUTTING SERVICES
FOR CITY WIDE CONTRACT**

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 pre-approved 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.
- **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 \$____/hour.

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; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. 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).

7. 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).

9. 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 Contractor 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, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 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 if 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: Smith Contracting CO., LLC
BY: Emily T. Smith
NAME/TITLE: Emily T. Smith, President
DATE: 12-31-24

CITY OF BAY ST. LOUIS, MISSISSIPPI

BY: _____
NAME/TITLE: Michael J. Favre, Mayor
DATE: _____

Exhibit D

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



2606 17th Avenue
Gulfport, MS 39501
esmith@smithcontracting.co

List of Equipment:

- 2018 Caterpillar 305E2CR Hydraulic Excavator
- 2005 Bobcat Model 763 F Series;
- 30-60 HP Tractor
- Kubota 54" Zero Turn
- Ex-mark 48" Zero Turn
- Stihl and Echo Trimmers
- Stihl and Echo Edgers
- Hydroseeding Machine
- Sod Roller
- 16ft Enclosed Utility Trailers



Smith Contracting CO., LLC

2606 17th Avenue

Gulfport, MS 39501

esmith@smithcontracting.co

LIST OF DEDICATED PERSONNEL:

Emily Smith

President

Contact Info: (228) 297-0683

Jeremy Weary

Operations Manager

Contact Info: (863) 205-2370



Smith Contracting CO., LLC

2606 17th Avenue

Gulfport, MS 39501

esmith@smithcontracting.co

LIST OF DEDICATED CONTRACTORS WORKING ON PROJECT:

Michael Sanders

Fine Cutz Landscaping & Irrigation LLC

Contact: 228-547-2651



Smith Contracting CO., LLC

Smith Contracting Company was founded by Eddie and Emily Smith in April of 2007. The company was established with one simple principle in mind: to provide incomparable customer support and outstanding quality services. Since its launch, SCC has been providing exceptional landscape beautification services for small and large projects. Our mission is to meet our customers' needs and exceed their expectations. We are committed to excellence and dedicated to our customer's long-term satisfaction. At SCC, we are faithful to provide exceptional service and value to each customer.

Past & Present Clients:

- NAVFAC Southeast
- Corp Of Engineer Vicksburg District
- GSA Dan Russell Jr. Federal Courthouse
- GSA William M. Colmer Federal CH
- U.S. Natchez MS Federal Courthouse
- United State Air force/ 172d Airlift Wing
- Keesler Air Force Base
- Mississippi Gulf Coast Community College
- Gulf Island National Seashore
- University of Southern Mississippi
- City of Gulfport



Capabilities Statement:

Our Core Services Include

(But are not limited to the following):

- Landscape Installation/Maintenance*
- Irrigation/Sprinkler - Systems/Water Line
- Drainage Improvements*
- Erosion Control/Riprap
- Hydro seeding
- Site Excavation & Backfilling

NAICS Codes

(But are not limited to the following):

238910	Site Preparation Contractors
238190	Structure Building Exterior Contractors
561730	Landscape Services
221310	Water Supply & Sprinkler Systems
237990	Other Civil Engineering Construction
238120	Structural Steel and Precast Contractors
238140	Masonry Contractors
236220	Commercial Building Construction
238110	Poured Concrete Foundation Structure Contractors
238990	All other Specialty Trade Contractors

Our Certifications:

Smith Contracting CO., LLC is Hub Zone, DBE, and WOSB certified. We hold a Mississippi State Board of Contractors License; Certificate of Responsibility # 18511-MC, in Building Construction, Landscape, Grading, Beautification & Irrigation Systems.



Current Contracts/Projects:

- 1. Name of Project:** Lakeside Fence/Speed Table/Vegetation Removal, NCBC Pascagoula, MS
NAICS Code: 561730 Landscape, 236220 Construction
Owner: NAVFAC Southeast
Contract No. N69450-18C5217
Contract Amount: \$972,862.00
Past Performance Reference Attached!
- 2. Name of Project:** Vegetation Removal/Mowing/Ditch Cleaning NCBC Gulfport, MS
NAICS Code: 561730
Owner: NAVFAC Southeast
Contract No. N69450-17-C-5220
Contract Amount: \$1,219,755.00
- 3. Name of Project:** Dan Russell Federal Courthouse Ground Maintenance Project
NAICS Code: 561730 Landscape
Owner: GSA Federal
Contract Amount: \$252,000.00
- 4. Name of Project:** MGCCC Landscape Maintenance Plan
NAICS Code: 561730 Landscape
Owner: Mississippi Gulf Coast Community College
Contract Amount: \$240,000.00

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)**Construction****Name/Address of Contractor:**

Vendor Name: SMITH CONTRACTING CO., LLC

Division Name:

Street: 2606 17TH AVE

City: GULFPORT

State: MS Zip: 395015139

Country: USA

CAGE Code: 4YDD7

Unique Entity ID (DUNS): 806923079 Unique Entity ID (SAM):

Product/Service Code: Z2PA Principal NAICS Code: 236220

Evaluation Type: Final**Contract Percent Complete:** 100**Period of Performance Being Assessed:** 06/06/2018 - 07/29/2019**Contract Number:** N6945018C5217 **Business Sector & Sub-Sector:** Construction**Contracting Office:** NAVFAC SOUTHEAST **Contracting Officer:** CARA MORANO **Phone Number:** 228-871-3335**Location of Work:**

Lakeside Naval Complex, Pascagoula, MS

Date Signed: 06/06/2018 **Period of Performance Start Date:** 06/06/2018**Est. Ultimate Completion Date/Last Date to Order:** 06/12/2018 **Estimated/Actual Completion Date:** 07/29/2019**Funding Office ID:****Base and All Options Value :** \$962,815 **Action Obligation:** \$962,815**Complexity:** Medium **Termination Type:** None**Extent Competed:** Not Available for Competition **Type of Contract:** Firm Fixed Price**Key Subcontractors and Effort Performed:****Unique Entity ID (DUNS):** **Unique Entity ID (SAM):****Effort:****Unique Entity ID (DUNS):** **Unique Entity ID (SAM):****Effort:****Unique Entity ID (DUNS):** **Unique Entity ID (SAM):****Effort:****Project Number:****Project Title:**

The contractor shall remove the existing 8 ft. perimeter fence, posts, and gates. Removal and clearing vegetation shall be performed as needed to install new fencing, cable barrier system, and concrete mow strip. All materials and debris shall be disposed of off station in accordance with local, state and federal regulations. Provide and install new chain link fencing and AFTP cable barrier system within the noted locations on the attached site plan drawing. New fencing shall be 8 ft. high with a single 3- strand barbed wire top, schedule 40 framing, 2-7 in. line posts, and 3 in. terminal post with bracing. Some of the new posts shall be installed on plates at the out flow head walls and chain walls as required. Line posts shall

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be set in concrete at 10 ft. apart. Provide and install new concrete mow strip with expansion joint material at each post. Remove and install (2) new asphalt speed table.

Contract Effort Description:

Work is not complex.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	Satisfactory
Cost Control:	N/A	N/A
Management:	N/A	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) SAFETY:		Satisfactory
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Performance meets contractual requirements.

SCHEDULE: Contractor finished all work within the contractual duration.

COST CONTROL: Firm Fixed Price contract.

MANAGEMENT: Contractor management worked well with the Government.

SMALL BUSINESS SUBCONTRACTING: Contractor is an 8(a) small disadvantaged HUBZone, Woman-owned business.

REGULATORY COMPLIANCE: Contractor complied with all regulatory requirements.

OTHER AREAS: Contractor was very safety conscious, as is expected, and required.

ADDITIONAL/OTHER: I have worked with this contractor on many projects over the past several years, and recommend them for additional work with NAVFAC.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

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Name and Title of Assessing Official:

Name: PAUL MULLINS

Title: CONSTRUCTION MANAGER

Organization: NAVFAC SE, PWD GULFPORT

Phone Number: 228-323-1965 Email Address: paul.mullins1@navy.mil

Date: 08/12/2019

Contractor Comments:

ADDITIONAL/OTHER: Great working with NCBC Gulfport, NAVFAC Southeast!

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: EMILY SMITH

Title: Managing Member

Phone Number: 228-234-3232 Email Address: esmith@smithcontracting.co

Date: 08/10/2019

Review by Reviewing Official:

None.

Name and Title of Reviewing Official:

Name: CARA MORANO

Title: CONTRACTING OFFICER

Organization: NAVFAC SE, PWD GULFPORT

Phone Number: 228-871-3335 Email Address: cara.morano@navy.mil

Date: 08/12/2019

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NAVFAC PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)****1. Contractor Information:**

Firm Name: Smith Contracting Col LLC

Address: 1520 29th Avenue Ste. 23, Gulfport, MS 39501-2843

Phone Number: (228) 669-7679

Point of Contact: Glenn Hicks

Contact Phone Number: (228) 343-0649

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was prime (Name/Phone #):

3. Contract Information

Contract Number: N69450-16-C-4131

Delivery/Task Order Number (if applicable): NA

Title: Demolition building K-4, addition to Building 421 for Pest Control Storage Facility.

Location: Navy Construction Battalion Center, Gulfport, MS

Award Date (mm/dd/yy): 08/19/16

Completion Date (mm/dd/yy): 02/19/18

Award Amount: \$314,968.00

Final Price: \$352,807.00

4. Project Description:

The project included the demolition of the K4 building which currently houses pesticide application equipment, and construction of a new 650 sf truck bay addition at building 421, including a containment curb surrounding the truck bay. Louvers were installed along the east and south face of the new truck bay and along the south face of the existing truck bay to protect the equipment from the elements. Additional concrete paving was added for access to the new truck bay. Two soffit surface mounted light fixtures and an electrical outlet & a floor drain and hose bib were provided in the new truck bay.

CLIENT INFORMATION (Client to complete Blocks 5-8)**5. Client Information**

Name: LT Brian Douglas

Title: Construction Manager

Phone Number: 228-871-3922

Email Address: brian.t.douglas@navy.mil

6. Describe the client's role in the project: Monitored all Government technical interfaces with the contractor. Provided technical direction and discussion as necessary with respect to the specification or statement of work, and monitored the performance of work under the contract.

7. Date Questionnaire was completed: 10/11/2018

8. Client's Signature:**DOUGLAS.BRIAN.THE
ODORE.1397822075**

Digitally signed by
DOUGLAS.BRIAN.THEODORE.1397822075
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USN, cn=DOUGLAS.BRIAN.THEODORE.1397822075
Date: 2018.10.11 14:16:18 -05'00'

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

TO BE COMPLETED BY CLIENT

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

E (EXCELLENT) – Performance meets contractual requirements and exceeds the Client's/Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V (VERY GOOD) – Performance meets contractual requirements and exceeds some of the Client's/Government's expectations. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S (SATISFACTORY) – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory.

M (MARGINAL) – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

U (UNSATISFACTORY) – Performance does not meet most contractual requirements and/or recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

N (NOT APPLICABLE) – No past performance record is identifiable or the element is not applicable to this project.

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. Ability to meet quality standards specified for technical performance.	E V S M U N
2. Compliance with contractual terms and conditions.	E V S M U N
3. Compliance with contract delivery/completion schedules including any significant intermediate milestones.	E V S M U N
4. Quality/integrity of technical data/report preparation efforts.	E V S M U N
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E V S M U N
6. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E V S M U N
7. Effectiveness of on-site management, including management of subcontractors?	E V S M U N
8. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E V S M U N
9. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E V S M U N

10. Ability to successfully respond to emergency and/or surge situations.	E	V	S	M	U	(N)
11. Effectiveness of material management.	E	V	(S)	M	U	N
12. Effectiveness of acquisition management.	E	V	(S)	M	U	N
13. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	V	S	M	U	(N)
14. Contractor's management of their safety program.	E	V	(S)	M	U	N
15. Responsiveness regarding safety issues.	E	V	(S)	M	U	N
16. If this was a cost type contract, compliance with established budgets and avoidance of significant and/or unexplained variances (underruns or overruns).	E	V	(S)	M	U	N
17. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	(S)	M	U	N
18. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	(S)	M	U	N
19. Ability to hire/apply a qualified workforce to this effort.	E	V	(S)	M	U	N
20. Ability to retain a qualified workforce on this effort	E	V	(S)	M	U	N
21. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes (No)					
22. Have there been any indications that the contractor has had any financial problem? If yes, please explain below.	Yes (No)					
23. In summary, provide an overall rating for the work performed by this contractor.	E	V	(S)	M	U	N

Any additional comments related to the contractor's performance:

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

SMITH CONTRACTING CO., LLC
2606 17th AVE.
GULFPORT, MS 39501

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) LANDSCAPING, GRADING, BEAUTIFICATION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 4 day of Jan., 2024

CERTIFICATE OF RESPONSIBILITY

No. 18511-MC

Expires Jan. 4, 2025

Joel A. Canall

CHAIRMAN OF THE BOARD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/24

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(ies) must have ADDITIONAL INSURED provisions or 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 certificate holder in lieu of such endorsement(s).

PRODUCER

FREEMAN INSURANCE AGENCY
14283 Dedeaux Road Ste A
Gulfport, MS 39503

CONTACT NAME:

SHERRY FREEMAN

PHONE

(A/C No. Ext): (228)206-6224

FAX

(A/C No): (228)206-6369

E-MAIL

ADDRESS: sherry@freemaninsure.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Burlington Insurance Company

INSURER B: NCCI

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

SMITH CONTRACTING CO, LLC
2606 17TH AVENUE
GULFPORT, MS 39501

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			QUT2234259	08/21/24	08/21/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		51293376	08/21/24	08/21/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Exhibit E

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

REQUEST FOR PROPOSALS

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

The City of Bay St. Louis, Mississippi, will receive proposals for:

GRASS CUTTING SERVICES

Request for Proposals at CITY HALL LOCATED AT 688 HIGHWAY 90, BAY ST. LOUIS, MISSISSIPPI,
until 10:00 A.M. CST, December 31, 2024, and then at said office publicly opened.

The Contract Documents are on file and may be examined at the following locations:

1. Bay St. Louis City Hall, 688 Highway 90, Bay St. Louis, Mississippi 39520
2. www.baystlouis-msbids.com (log-in registration required)

Specifications are being made available via hard copy or digital download at www.baystlouis-msbids.com. Interested Proposers can view documents for free, but are required to log-in or register for an account to download or order proposal documents. Specification documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders, please contact Plan House at 228-248-0181. No partial specification manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Proposers within twenty-four (24) hours of the time indicated above for receiving bids. For those interested, bids can be electronically submitted at www.baystlouis-msbids.com under the project page. All interpretations of specifications shall be directed to Michael Reso, CAO/City Clerk at mreso@baystlouis-ms.com.

All submittals must be on file with the City Clerk prior to the opening time as stated above. All submittals must be sealed and clearly marked on the outside of the envelope as indicated "GRASS CUTTING SERVICES RFP". Responses submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Envelopes not so marked are submitted at the risk of the prospective Submitter and the City assumes no responsibility for the premature opening of same by any City employee.

Submittals sent through the U.S. Mail are done so at the risk of the Proposer and should be addressed to the City of Bay St. Louis, in care of the City Clerk's Office, 688 Highway 90, Bay St. Louis, Mississippi, 39520. The City is NOT responsible for submittals that arrive in the mail after the designated opening time. Submittals may be delivered in-person to the City Clerk's Office located at 688 Highway 90, Bay St. Louis, Mississippi until 10:00 a.m. CST on December 31, 2024.

The Governing Body reserves the right to reject any and all proposals and to waive informalities.

In order to perform public work, the successful proposer shall, as applicable, hold or obtain such Mississippi Contractor's and business licenses as required by state statutes. Before a Contract will be awarded for the services contemplated herein, the City will conduct an investigation as is necessary to determine the performance record and ability of the proposer to perform the size and type of service specified under this Contract. The City shall score all proposals based on a 100-point scales as follows: Price (25 Points); Equipment and Staffing Committed to Project (25 Points); and Experience and Qualifications of Contractor (50 Points). The proposer shall submit such information as necessary to evaluate the proposer's qualifications.

For information concerning the proposed service, contact the Michael Reso, City Clerk, located at 688 Highway 90, Bay St. Louis, MS 39520 or mreso@baystlouis-ms.gov / 228-466-5457.

Michael Reso, CAO/City Clerk
Bay St. Louis, Mississippi



Published: 12/12/24 and 12/19/24

CONTRACT FOR GRASS CUTTING SERVICES
BY AND BETWEEN
Smith Contracting CO, LLC AND
THE CITY OF BAY ST. LOUIS, MISSISSIPPI

This contract is made and entered into by and between Smith Contracting CO, 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:

1. 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 mowed 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]**

CITY OF BAY ST. LOUIS, MISSISSIPPI

CONTRACTOR: Smith Contracting CO., LLC

Phone: 228-297-0683 Email: esmith@esmithcontracting.co
Address: 2606 17th Avenue Gpt, MS 39501