

ORIGINAL



**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

CONTRACT FOR GRASS CUTTING SERVICES
BY AND BETWEEN
Gulf Breeze Landscaping, LLC AND
THE CITY OF BAY ST. LOUIS, MISSISSIPPI

This contract is made and entered into by and between Gulf Breeze Landscaping, 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: Gulf Breeze Landscaping, LLC

CONTRACTOR: _____

By: Chris Irwin _____ 12-30-2024
Authorized Signer Chris Irwin Date _____

Phone: (228) 497-3356 _____ Email: chris@gulfbreezellc.com _____

Address: P.O. Box 347, Gautier, MS 39553 _____

Exhibit A

**GRASS CUTTING SCHEDULE
FOR CITY WIDE CONTRACT**

EXHIBIT A
CITY OF BAY ST. LOUIS, MISSISSIPPI
Grass Cutting Schedule for City Wide Contract

| ITEM | LOCATION | DEPARTMENT | # OF CUTS | PRICE PER CUT | ESTIMATED ANNUAL COST |
|-----------------------|--|---------------------|-----------|---------------|-----------------------|
| 1 | City Hall, Public Works Yards & Council Chambers | Administration | 22 | | \$ - |
| 2 | Main Street Fire Station | Fire | 22 | | \$ - |
| 3 | Hwy 603 Fire Station | Fire | 22 | | \$ - |
| 4 | Train Depot/Community Hall/Duck Pond | Buildings & Grounds | 22 | | \$ - |
| 5 | Court Street Parking Garage | Buildings & Grounds | 22 | | \$ - |
| 6 | Second Street Cemetery | Buildings & Grounds | 22 | | \$ - |
| 7 | Boys and Girls Club | Buildings & Grounds | 22 | | \$ - |
| 8 | Senior Citizen Center | Buildings & Grounds | 22 | | \$ - |
| 9 | Beachfront | Parks & Recreation | 22 | | \$ - |
| 10 | Dunbar Dog Park | Parks & Recreation | 22 | | \$ - |
| 11 | Old City Hall Grounds & Park | Parks & Recreation | 22 | | \$ - |
| 12 | MLK Park | Parks & Recreation | 22 | | \$ - |
| 13 | McDonald Park & Splash Pad | Parks & Recreation | 22 | | \$ - |
| 14 | CommagerePark | Parks & Recreation | 22 | | \$ - |
| 15 | 7th Street Park | Parks & Recreation | 22 | | \$ - |
| 16 | Al Smith Park | Parks & Recreation | 22 | | \$ - |
| 17 | Baseball Complex | Parks & Recreation | 38 | | \$ - |
| 18 | Soccer Complex | Parks & Recreation | 38 | | \$ - |
| 19 | Wards 1 - 4 (excluding Hwy 90 & Central Ave) | Public Works | 10 | | \$ - |
| 20 | Wards 1 - 4 Ditches | Public Works | 10 | | \$ - |
| 21 | Central Ave | Public Works | 22 | | \$ - |
| 22 | Wards 5 & 6 (excluding Hwy 603 & Longfellow) | Public Works | 10 | | \$ - |
| 23 | Wards 5 & 6 Ditches | Public Works | 10 | | \$ - |
| 24 | Highway 603 (Ditch to Ditch and Boat Launch, Excluding Woodline) | Public Works | 22 | | \$ - |
| 25 | Highway 603 (Ditch to Woodline, Full Cut) | Public Works | 11 | | \$ - |
| 26 | I-10 Exit 13 Hwy 603 (Island to Woodline) | Public Works | 22 | | \$ - |
| 27 | Highway 90, Drinkwater, Green Meadow, Blue Meadow & Longfellow | Public Works | 22 | | \$ - |
| 28 | Additional Services (Hourly Rate) | Public Works | N/A | | |
| Estimated Grand Total | | | | | \$ - |



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 not be cut with heavy equipment (unless pre-approved 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 mreso@baystlouis-ms.gov, if needed.
8. Deadline for submitting questions is Friday, December 27, 2024 at 9:00AM.

Michael Reso
City Clerk

CITY OF BAY ST. LOUIS, MISSISSIPPI

Schedule of Grass Cutting Services and Fees

EXHIBIT A

| ITEM | LOCATION | DEPARTMENT | # OF CUTS | PRICE PER CUT | ESTIMATED ANNUAL COST |
|------|--|---------------------|-----------|------------------------------|-----------------------|
| 1 | City Hall | Administration | 22 | \$ 560.00 | \$ 12,320.00 |
| 2 | Fire Station on Hwy 603 | Fire | 22 | \$ 120.00 | \$ 2,640.00 |
| 3 | Fire Station on Main Street | Fire | 22 | \$ 160.00 | \$ 3,520.00 |
| 4 | Police Station on Main Street | Police | 22 | \$ 160.00 | \$ 3,520.00 |
| 5 | Train Depot/Community Hall/Duck Pond | Buildings & Grounds | 22 | \$ 1,200.00 | \$ 26,400.00 |
| 6 | Court Street Parking | Buildings & Grounds | 22 | \$ 120.00 | \$ 2,640.00 |
| 7 | Cedar Rest Cemetary on Second Street | Buildings & Grounds | 22 | \$ 1,600.00 | \$ 35,200.00 |
| 8 | Boys and Girls Club | Buildings & Grounds | 22 | \$ 160.00 | \$ 3,520.00 |
| 9 | Public Works Lay Down Yard on Bookter Street | Public Works | 22 | \$ 200.00 | \$ 4,400.00 |
| 10 | Senior Citizen Center | Buildings & Grounds | 22 | \$ 320.00 | \$ 7,040.00 |
| 11 | Beachfront | Parks & Recreation | 22 | \$ 320.00 | \$ 7,040.00 |
| 12 | Dunbar Dog Park | Parks & Recreation | 22 | \$ 160.00 | \$ 3,520.00 |
| 13 | Old City Hall Grounds & Park | Parks & Recreation | 22 | \$ 240.00 | \$ 5,280.00 |
| 14 | MLK Park | Parks & Recreation | 22 | \$ 240.00 | \$ 5,280.00 |
| 15 | McDonald Park & Splash Pad | Parks & Recreation | 22 | \$ 200.00 | \$ 4,400.00 |
| 16 | Commagere Park | Parks & Recreation | 22 | \$ 360.00 | \$ 7,920.00 |
| 17 | 7th Street Park | Parks & Recreation | 22 | \$ 80.00 | \$ 1,760.00 |
| 18 | Al Smith Park | Parks & Recreation | 22 | \$ 160.00 | \$ 3,520.00 |
| 19 | Wards 1 - 4 (excluding Hwy 90, including Central Ave) | Public Works | 10 | \$ 14,643.00 | \$ 146,430.00 |
| 20 | Wards 1 - 4 Ditches | Public Works | 10 | \$ 3,600.00 | \$ 36,000.00 |
| 21 | Central Ave Railroad Section Additional Cuttings | Public Works | 12 | \$ 800.00 | \$ 9,600.00 |
| 22 | Wards 5 & 6 (excluding Hwy 603) | Public Works | 10 | \$ 18,951.00 | \$ 189,510.00 |
| 23 | Wards 5 & 6 Ditches | Public Works | 10 | \$ 800.00 | \$ 8,000.00 |
| 24 | Longfellow Drive Additional Cuts | Public Works | 12 | \$ 640.00 | \$ 7,680.00 |
| 25 | Highway 603 (Ditch to Ditch and Boat Launch, Excluding Woodline) | Public Works | 22 | \$ 2,800.00 | \$ 61,600.00 |
| 26 | Highway 603 (Ditch to Woodline, Full Cut) | Public Works | 11 | \$ 3,400.00 | \$ 37,400.00 |
| 27 | I-10 Exit 13 Hwy 603 (Island to Woodline) | Public Works | 22 | \$ 960.00 | \$ 21,120.00 |
| 28 | Highway 90 | Public Works | 22 | \$ 2,800.00 | \$ 61,600.00 |
| 29 | Additional Services | Public Works | | \$ 45.00 | per manhour |
| | | | | Estimated Grand Total | \$ 718,860.00 |

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 \$ ~~45⁰⁰~~ 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: Gulf Breeze Landscaping, LLC

BY: 

NAME/TITLE: Chris Irwin - Maintenance Operations Manager

DATE: 12-30-2024

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**



ABOUT US

Gulf Breeze Landscaping, LLC was founded by Ted M. Battley on February 1st, 1981. Ted and his sons Andrew and Will Battley have grown an established family owned and operated company that has created jobs and helped service the community. With a combined education ranging from Landscape Contracting & Management to Landscape Architecture; while creating a workforce up to over 100 employees, Gulf Breeze Landscaping, LLC understands what it takes to perform and sustain quality work.

SERVICES

Landscaping

- Planting & installation
- Landscape design/build
- Hydroseeding/seeding
- Sodding
- Irrigation design/install/troubleshooting
- Landscape Lighting

Maintenance

- Full-service landscape & irrigation maintenance
- Chemical applications: herbicide, fungicide, insecticide, fertilization
- Mowing/string trimming/edging/blowing/shrub pruning
- Seasonal color landscape design & installation
- Playground/landscape mulch
- Bush-hogging (Tractor & cutter / Marsh Master)
- Spring/Fall clean up
- Tree removal/tree trimming

Construction

- Decorative concrete, concrete walks, driveways, & concrete flatwork
- Brick pavers & patios
- Graded & installed drainage systems
- Retaining walls
- Grading & excavation
- Marine construction (piers, boardwalks, bulkheads)
- Custom outdoor carpentry (decks, pergolas)
- Outdoor living spaces, outdoor kitchens, fireplaces, and stonework

SAFETY

Gulf Breeze Landscaping, LLC sees safety as a top priority. We strive to perform every task, the safe way every time. While employing an OSHA 500 Authorized Construction Trainer, many of our skilled and seasoned employees have 10 and 30-hour OSHA Certifications, Mississippi Gulf Safety Council Certifications, and Operator's Certifications for all of our equipment.

BONDING

Merchants Bonding Company with current bonding capability of \$15,000,000.

INSURANCE

Union Insurance Company

- Workers Compensation - \$1,000,000
- Umbrella Liability - \$4,000,000
- General Liability - \$1,000,000/2,000,000
- Automobile Liability - \$1,000,000.

LICENSES

Mississippi - COR NO: 07560-MC

MS Horticultural License NO 31202
(HCPL, HCWL, LSL)

AL Horticultural License NO 2020-600160S

LA Horticultural License NO 19-4251

SAM GOV DUNS: 107202715

CAGE CODE: 6KG26

GULF BREEZE LANDSCAPING, LLC CURRENT COMMERCIAL MAINTENANCE CONTRACTS

- City of Biloxi, MS (Interstate 110 ROW & Popps Ferry Causeway Park)
- City of Pascagoula (Hwy 90 causeway ROW) 2022-Present
- City of Gulfport, MS Parks and Recreation (23 parks & corridor rights-of-way) 2014-Present
- City of Picayune, MS (13 parks & cemeteries) 2020 - 2023
- Puckett Machinery Companies
- CSX Gautier Creosote Site
- Walmart Stores, Inc. (12 locations) 2016-Present
- Divisions Maintenance Group (Lowes Home Improvement, Kohls) (2017-Present)
- Boomtown Casino Biloxi & Fat Tuesdays
- Raising Cane's - Gulfport, Biloxi, OS, Pascagoula
- West Jackson County Utility District (44 sites)
- Mississippi Power Company (office facilities) 2016-Present
- Lodging & Leisure Investments, LLC (4 locations including Margaritaville Casino & Hotel)
- Golden Nugget Casino & Hotel (2017-Present)
- Brightview Enterprise Solutions (2016-Present)
- Northrup Grumman Unmanned Ship Systems (2005-Present)
- Ocean Springs School District (12 locations) 2023-Present
- Roy Anderson Corp. Office (2022-Present)
- Bienville Orthopedic Specialists @ East Lake (2018-Present)

****300 plus industrial, commercial, and residential properties****

GULF BREEZE LANDSCAPING, LLC CURRENT INDUSTRIAL MAINTENANCE ACCOUNTS

- Chevron Refinery - Pascagoula, MS - (2009-Present)
- Chevron Refinery - Pasadena, TX (2019 - Present)
- Chevron Headquarters - Downtown Houston, TX (2021 - Present)
- Chevron NEC-1 Facility - Houston, TX (2020 - Present)
- Chevron Port Arthur, TX (2020 - Present)
- Chevron Corporate Office - Covington, LA (2019 - Present)
- Chevron James St. Facility - Mandeville, LA (2019 - Present)
- Chevron PMF Facility - Gray, LA (2019 - Present)
- Enviva - Pascagoula, MS (2021 - Present)
- Saipem - Pascagoula, MS (2021 - Present)
- First Chemical Corporation - (1997-Present)
- Ingalls Shipbuilding, Shipyard, & Support Locations - Pascagoula, MS (2013-Present)
- Rain For Rent - Pascagoula, MS (2015 - Present)
- Chemours - Pass Christian, MS (2019 - Present)

LANDSCAPE, IRRIGATION, AND CONSTRUCTION PROJECTS SUCCESSFULLY COMPLETED IN THE PAST TEN YEARS

- WAL-MARTS OF ALABAMA - \$225,000
- WALMARTS OF MISSISSIPPI - \$2,688,900
- MGCCC GEORGE COUNTY CAMPUS LANDSCAPE IMPROVEMENTS - \$200,000
- MGCCC HARRISON COUNTY - \$823,000
- MGCCC JACKSON COUNTY - \$40,000
- BILOXI LIGHTHOUSE PARK AND VISITORS CENTER - \$2,450,000
- UNIVERSITY OF SOUTH ALABAMA WOMEN AND CHILDRENS HOSPITAL - \$425,000
- UNIVERSITY OF SOUTHERN MISSISSIPPI PRIDE FIELD MULTIUSE PAD - \$790,000
- NAVAL CONSTRUCTION BATTALION - SEABEE BASE GULFPORT, MS - \$206,000
- KEESLER AIR FORCE BASE BILOXI, MS - \$215,000
- MISCELLANEOUS HYDROSEEDING PROJECTS FOR STENNIS SPACE CENTER, AMAZON, FED-EX, NAVY SEABEE BASE, AND KEESLER AIR FORCE BASE - \$150,000
- OCEAN SPRINGS, MS FRONT BEACH LANDSCAPING AND DRAINAGE - \$220,000
- PASCAGOULA RIVERFRONT DEVELOPMENT - \$225,000
- U.S POST OFFICE PASCAGOULA AND PASS CHRISTIAN, MS - \$60,000
- THE CLAIBORNE AT GULFPORT HIGHLANDS - \$385,000
- KEESLER FEDERAL CREDIT UNION - LONG BEACH, MS - \$60,000
- HARPER McCAUGHAN ELEMENTARY SCHOOL - \$200,000
- HENDERSON BEAUTIFICATION PROJECT - \$250,000
- THE BLAKE ASSISTED LIVING CENTER - \$200,000
- COAST ELECTRIC POWER ASSOCIATION HEADQUARTERS - \$175,000
- ENVIRONMENTAL CHEMICAL CLEANUP - \$100,000
- LOWRY ISLAND REVITALIZATION PHASE 2 - \$1,200,000
- LONG BEACH HARBOR PAVEMENT & SIDEWALK REPAIRS - \$460,000
- CHEVRON CREDIT UNION- \$65,000
- USA HOSPITAL PROFESSIONAL OFFICE BUILDING - \$410,870
- (2020) PASCAGOULA HIGH SCHOOL PERFORMING ARTS BUILDING PASCAGOULA, MS - \$150,000
- (2021) USM GULF PARK DRIVE SIDEWALK & LIGHTING INSTALL LONG BEACH, MS - \$25,000
- (2022) GULF ISLAND NATIONAL SEASHORE RESTORATION OCEAN SPRINGS, MS - \$162,300
- (2022) BIENVILLE ORTHOPEDIC SURGERY CENTER VANCLEAVE, MS - \$350,000
- (2022) MARGARITAVILLE CASINO EXPANSION LANDSCAPE BILOXI, MS - \$500,000
- (2022) CENTENNIAL PLAZA SOCCER FIELD IMPROVEMENTS, GULFPORT, MS - \$320,000
- (2022) HOBBY LOBBY D'IBERVILLE, MS - \$65,000
- (2022) PORT OF GULFPORT, MS - OCEAN ENTERPRISE FACILITY - ROGER F. WICKER CENTER - \$385,000
- (2022) PASCAGOULA SPORTSPLEX PASCAGOULA, MS - \$250,000
- (2022) MANDAL CHRYSLER DODGE JEEP RAM D'IBERVILLE, MS - \$105,588
- (2022) EXTRA SPACE SELF STORAGE BAY ST. LOUIS, MS - \$88,100
- (2022) CHEVRON CORP. OFFICE DRAINAGE & EROSION IMPROVEMENTS COVINGTON, LA - \$621,650
- (2023) LONG BEACH, MS STREETSCAPES - \$67,000
- (2023) LIFE STORAGE MOBILE, AL - \$98,950
- (2023) TYDALL AIR FORCE BASE COMMERCIAL ENTRY GATE PANAMA CITY, FL - \$1,600,000
- WALMARTS OF LOUISIANA - \$745,000
- RIVER WALK - MOSS POINT, MS - \$1,850,000
- MGCCC PERKINSTON CAMPUS - \$485,675
- MOSS POINT POLICE STATION - \$194-158
- BILOXI COMMUNITY CENTER & LIBRARY - \$180,000
- GULFPORT HIGHLAND CONNECTOR ROADS - \$585,000
- JOHN C. STENNIS MEMORIAL HOSPITAL - \$150,000
- COMMISSION ROAD - SAFE ROUTES TO SCHOOL - \$240,000
- HOSPITALITY AND RESORT MANAGEMENT BUILDING - \$50,000
- LAMEY BRIDGE SENIOR CENTER - \$285,000
- CSX RAILROAD RESTORATION PLANTING - \$350,000
- SOUTH POINT SUBDIVISION PHASE 3 - \$107,881
- BATON ROUGE WASTE WATER TREATMENT PLANT - \$665,000
- CHAMPION CHYSLER DODGE JEEP RAM - \$95,762
- MISSISSIPPI DOLLAR GENERALS - \$1,350,000
- MISSISSIPPI TRACTOR SUPPLY - \$320,000
- GAUTIER CITY PARK BOAT LAUNCH - \$225,190
- City of Gautier STREETSCAPES Improvements - \$518,627
- (2022) CHIPOTLE D'IBERVILLE, MS - \$180,000
- (2022) ALDI GROCERY OCEAN SPRINGS, MS - \$85,500
- (2022) BALDWIN COUNTY JAIL LANDSCAPE - \$175,000
- (2023) SHORELINE TOWERS GULF SHORES, AL - \$204,000
- (2023) HOWARD AVE. IMPROVEMENTS BILOXI, MS - \$2,183,691
- (2023) PASCAGOULA CITY CENTRE PASCAGOULA, MS - \$196,600
- (2023) QUIK TRIP GULFPORT, MS - \$185,000

EQUIPMENT

- (50) Work Trucks w/ GPS location ranging in size from light duty pickups, super duty pickups and cab-over box trucks
 - Various sizes of utility trailers and equipment hauling trailers
 - 6 – debris dump trailers (20cy, 8cy, & 4cy)
- (7) Kubota Tractors (60hp to 110hp)
 - (3) 15' flex wing bush hog
 - 14' Woods grooming finish mower
 - (2) Rhino 10' rotary bush hog
 - (2) Land Pride ditch bank boom mowers
- Kubota 9960 w/ Side Arm Mower
- Marsh Master amphibious bush hog (see attached information)
- Fleet of 40+ Husqvarna, Scag, & Exmark zero turn mowers
 - Full line of Stihl, Redmax, & Husqvarna handheld lawn equipment
- (2) Kubota SVL75 Skidsteer
- Caterpillar D5 dozer
- (2) Caterpillar 259 series skidsteer
- Caterpillar 289 series skidsteer
- John Deere 325 series skidsteer
- (2) Ditch Witch SK1550 mini skidsteer
 - Multiple hydro mechanical attachments (i.e. trencher, tiller, ground rake), buckets, and forks
- Caterpillar 302.7 series mini excavator
- Caterpillar 303.5 series mini excavator
- Caterpillar 320 excavator
- Kubota KX040 excavator
- Kubota KX080 excavator
- (3) 500gal water trailers
- (2) 42" Sod installers (rubber tire and rubber track)
- 1,000gal Finn hydro seeder
- (3) 50gal Herbicide spray rigs
- 700gal Chemical Applicator truck
- 48" Vibrator drum roller

OUR TEAM

With over a 150 years of combined work experience, Gulf Breeze Landscaping, LLC strives to have a knowledgeable and professional team to serve your every need.

Ted M. Battley – Owner
228-497-3356
gulfbreezellc@bellsouth.net

Andrew Battley – Owner
228-217-2560
andrew@gulfbreezellc.com

Crystal Havard – Office Manager
228-497-3356
crystal@gulfbreezellc.com

Chris Irwin – Mississippi Division Manager
228-217-6685
chris@gulfbreezellc.com

Jon Tibbs – Industrial Division Manager
228-990-8257
jon@gulfbreezellc.com

Joseph Stewart – Chevron Pascagoula Field Production Manager
228-623-3178
josephstewartgb@icloud.com

Chris Pannell – MS Maint. Field Production Manager
228-623-6090
cpannell.gulfbreeze@gmail.com

Richard Colburn – MS Maint. Field Production Manager
614-980-4520
richardc.gulfbreeze@gmail.com

Will Battley – Owner
228-990-3752
will@gulfbreezellc.com

Clyde Garlick - Estimator
228-623-6090
clyde.gulfbreeze@gmail.com

Josh Gustasfon - Alabama Division Manager
251-465-5010
josh@gulfbreezellc.com

Robert MacInnis – Landscape/Const. Division Manager
601-668-8130
robert@gulfbreezellc.com

Andy Medrano – Chevron Pasadena Field Production Manager
228-217-5170
andym.gulfbreeze@gmail.com

Jason Battley – MS Maint. Field Production Manager
228-627-3968
jasonb.gulfbreeze@gmail.com

With our quality, dependability, and company history
Our best product is YOUR next project!
REFERENCES AVAILABLE UPON REQUEST



Post Office Box 347
Gautier, MS 39553
Office (228) 497-3356
Fax (228) 497-4754

References on behalf of Gulf Breeze Landscaping, LLC

Refence 1:

Contact Name: Randall Wales Contact Title: Landscape Manager Phone No: (228) 861-7840

Company: City of Gulfport – Department of Leisure Services Email: rwales@gulfport-ms.gov

Project Description: (2015 – current) Perform year-round lawn mowing services including mowing, string trimming, edging, and general trash collection across 19 city owned properties, parks, and road way corridors including Highway 49 (7.6 miles), Highway 605 (6.9 miles), Brickyard Bayou Park (47.6 Acres) and others.

Refence 2:

Contact Name: Ronnie Spiers Contact Title: Public Works Director Phone No: (601) 799-0602

Company: City of Picayune, Mississippi Email: rspiers@picayune.ms.us

Project Description: (2022 – current) Perform seasonal lawn and landscape maintenance services including mowing, string trimming, edging, & hedge trimming as needed on City of Picayune owned parks and cemeteries as well as provide assistance with road-side mowing as requested.

Refence 3:

Contact Name: Rachel Quave Contact Title: Contract Manager Phone No: (228) 435-6388

Company: City of Biloxi, Mississippi Email: rquave@biloxi.ms.us

Project Description: (2019 – current) Perform year-round lawn and landscape maintenance services including mowing, string trimming, edging, & hedge trimming as needed for City owned properties such as the Interstate 110 corridor (1.3 miles) and the Popps Ferry Causeway Park (5.9 Acres) within the City of Biloxi

Refence 4:

Contact Name: Michael Silverman Contact Title: City Manager Phone No: (228) 762-5969

Company: City of Pascagoula, Mississippi Email: msilverman@cityofpascagoula.com

Project Description: (2022 – current) Perform year-round lawn maintenance and tractor services along the Highway 90 causeway (2.15 miles) between the cities of Pascagoula and Gautier as well as the South Right-of-way of Highway 90 (2.57 miles) within the city of Pascagoula



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2023

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 Cadence Insurance 633 Delmas Ave Ste A Pascagoula MS 39567 | CONTACT NAME: Dane Zelenka | |
| | PHONE (A/C, No, Ext): 228-366-8297 | FAX (A/C, No): 228-256-8925 |
| INSURED Gulf Breeze Landscaping LLC PO Box 347 Gautier MS 39553 | E-MAIL ADDRESS: dane.zelenka@cadenceinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Union Insurance Company | |
| | INSURER B: American Interstate Ins Co of Texas | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

| | | |
|---|--------------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 463453821 | 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 WVD | 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | CPA4522338401 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | CPA452233641 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | CPA4522336401 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | Y | TVWCMS3195682023 | 7/1/2023 | 7/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Contractor's Equipment Leased/Rented Equipment | Y | Y | CPA452233641 | 7/1/2023 | 7/1/2024 | Leased/Rented Equip. \$200,000 @ 1 item Scheduled Equipment \$1,000 DED See Policy |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE USED FOR BIDDING PURPOSES ONLY USL&H Coverage included on If Any Basis

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| SAMPLE CERTIFICATE P. O. BOX 347 GAUTIER MS 39553 | 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 |

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

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