

**CONTRACT FOR GRASS CUTTING SERVICES FOR SPORTS COMPLEXES
BY AND BETWEEN
B & H LAWN AND
THE CITY OF BAY ST. LOUIS, MISSISSIPPI**

This contract is made and entered into by and between B & H Lawn, telephone (504) 610 - 1745, PO Box 3046, Bay St. Louis, MS 39521 (hereinafter referred to as “Contractor”), and the City of Bay St. Louis, Mississippi, 688 Highway 90, Bay St. Louis, MS 39520, telephone 228-467-5505, (hereinafter referred to as “City”), with an effective as of December 1, 2024, and a commencement date of December 1, 2024, 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 at the two sports complexes in Bay St. Louis (Baseball complex and soccer complex). 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 December 1, 2024, 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 & Appendix B to this Contract. Exhibit A is the schedule of grass cutting service for each location with cost per cut. Exhibit B is a brief description of the work required by the City for each location. 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. 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.
5. 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 be 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.
6. It is understood and agreed that Contractor is an independent contractor, and there is no relationship of employer/employee as between the parties hereto.
 7. It is understood by and between the parties that the 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.
 8. 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.
 9. 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.
 10. Contractor shall be responsible for all damages to the City's property or unsatisfactory work.
 11. 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.

12. 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.
13. This contract may be terminated by the City at any time, with or without cause, upon written notice to Contractor.

IN WITNESS WHEREOF, the parties to this contract, acting under proper authority, have caused this contract to be duly executed effective as of the date state hereinabove.

THE CITY OF BAY ST. LOUIS, MISSISSIPPI

By: _____
Mike Favre, Mayor

Date: _____

B & H LAWN

By: _____
Brad, Owner

Date: _____

Exhibit A

Exhibit B

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 I the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

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

B & H LAWN

BY: _____
NAME/TITLE **Brad , Owner**
DATE: _____

CITY OF BAY ST. LOUIS, MISSISSIPPI

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