

CONTRACT FOR SERVICES

This Contract is made and entered into effective the ____ day of _____, by and between the City of Vicksburg, Mississippi, (hereinafter referred to as "CITY"), Hemphill Construction Company, Inc. (hereinafter referred to as "CONTRACTOR"), whose Federal Employee Identification Number is 64-0474538; and will be replacing a large precast sewer junction box and associated work including installing a sewer bypass line on City property.

WITNESSETH:

WHEREAS, on October 29, 2025, the Board of Mayor and Aldermen of the City of Vicksburg, Mississippi (hereinafter referred to as "BOARD") declared an emergency authorizing the replacement of the damaged sewer junction box due to its close proximity to a railroad track which affects the safety, health, and welfare of the public and further directed that Hemphill Construction Company be hired to replace the sewer junction box and do associated repair work; and

WHEREAS, the Contractor provided a cost estimate for the replacement of the sewer junction box, see Hemphill Construction Company estimate attached as Exhibit A, and the Board authorized the following: appropriating and expending of funds to replace/repair damaged sewer junction box and associated work, entering into a Contract for Services/Agreement with Hemphill Construction to provide construction services for the repair and/or replacement of the junction box and any other needed repairs to secure the junction box, securing of repair of the collapsed asphalt and any other repairs required at the site including to hire needed staff including railroad flaggers, obtain, and distribute equipment including bypass pumps, materials and supplies for emergency construction purposes; and

WHEREAS, the Contractor represents it is capable and prepared to provide such services.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which are hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

ARTICLE 1 - PURPOSE

The purpose of this Contract is for services needed to replace the damaged sewer junction box due to its close proximity to a railroad track and associated work which affects the safety, health, and welfare. The City, by and through its Public Works Department, will oversee the junction box replacement and associated repair work.

The City shall provide, and the Contractor shall allow monitoring and inspections as necessary to determine Contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

ARTICLE 2 - TIME OF CONTRACT

Term of Agreement shall be for a twelve (12) month period from the effective date of this fully executed Contract, unless otherwise terminated as provided herein. Upon mutual agreement, this annual project may be extended for an additional twelve-month period at the original quoted price.

Such extensions shall be at the same terms and conditions and shall be in the form of a written Amendment to the Contract executed by both parties.

ARTICLE 3 - SERVICES OF THE CONTRACTOR

Services provided under this Contract include replacing the large precast sewer junction box and associated work, including installing a sewer bypass line, removing the existing junction box, installing the new junction box, installing a 16" drop assembly with lined ductile iron pipe and fittings inside of the junction box, building a temporary bypass line with HDPE pipe-including 16" gate valves and fittings, coating the interior of the new junction box with 100% solids epoxy, making connections to the existing force main and gravity sewer line outside of the junction box, and removing the bypass line upon completion of all connections and coatings. There is no way to anticipate every repair service that will be needed; therefore, upon mutual written agreement, additional pay items may be added by Change Order as needed. The City reserves the right to delete from the Scope individual pay items and authorize individual pay items as part of specific work assignments.

ARTICLE 4 - PAYMENT AND MEASUREMENT

The Contractor will be paid for work performed as authorized in accordance with the Labor and Equipment rates attached to the Cost Estimate which is Exhibit A. That the costs for replacing the sewer junction box and associated repair work should not exceed \$295,000 unless the parties, upon mutual written agreement, to increase or decrease the cost. The City will not process the request for payment until all work can be verified.

ARTICLE 5 – CONTRACT DOCUMENTS

The Contract Documents which comprise and supplement the Contract between the City and the Contractor consists of the following documents, which documents are made a part of this Contract as fully as if copied and written at length and made a part hereof:

1. This Contract;
2. Any Attachments or Exhibits to this Contract;
3. Proposal Document ; and
4. Any modifications, including change orders, duly delivered after execution of this Contract.

ARTICLE 6 – SITE CONDITIONS AND MOBILIZATION

The City is not responsible for potentially adverse working conditions. The Contractor represents that they have inspected the areas where the damaged sewer junction box is located and they are familiar with the area; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract and accepts same "as is". Contractor further represents that they have not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys. Contractor acknowledges that the close proximity of the railroad track poses a danger and risk to the repair work, and that Contractor is prepared to perform the services called for in the Contract regardless of the extent of the damage.

ARTICLE 7 - INSURANCE AND BONDING

All insurance required under the terms of this Contract shall be issued by a company licensed to do business in the State of Mississippi. Contractor shall submit a Certificate of Insurance Coverage along with the executed Contract and shall submit renewal certificates to the City upon periodic insurance renewal and upon Contract extensions as proof of continued coverage for all required insurance.

Contractor shall maintain insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Insurance coverage shall be provided in amounts of not less than the following:

1. Worker's Compensation, and related coverage minimum limits
 - a. State: Statutory
 - b. Applicable Federal: Statutory (e.g. Longshoreman's)
 - c. Employer's Liability: \$100,000 or Statutory
2. Contractor's General Liability minimum limits which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of Contractor.
 - a. General Aggregate: \$2,000,000
 - b. Products-Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$2,000,000
 - d. Each Occurrence (Bodily Injury \$2,000,000 and Property Damage)
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage where applicable
 - f. Excess or Umbrella Liability
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$2,000,000
3. Automobile Liability minimum limits:
 - a. Bodily Injury:

Each Person \$2,000,000 Each Accident
\$2,000,000

b. Property Damage:
Each Accident \$2,000,000

c. Combined Single: \$2,000,000

4. Contractual Liability Coverage minimum limits:

a. Bodily Injury:
Each Person \$2,000,000 Annual
Aggregate \$2,000,000

b. Property Damage:
Each Accident \$2,000,000 Annual Aggregate
\$2,000,000

5. The City of Vicksburg and its employees, agents or representatives shall be listed as additional insureds on the Certificate of Insurance.

6. Certificate of Coverage shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to the City and Contractor and to each additional insured listed.

7. The City does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

8. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City under this Contract.

ARTICLE 8 - STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and Contractor shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 9 - LIABILITY AND INDEMNITY

Contractor shall be responsible for all damage and all liability to both public and private property in the performance of its duties under the Contract and shall report such damage to the City as soon as possible.

Contractor agrees to protect, defend, indemnify, and hold harmless, the City, its officers, its employees, agents, engineers, attorneys, monitors, and other representatives, from and against any and all losses, claims, and liabilities including demands, payments, suits, appeals, actions and judgements of every kind, including, without limitation, attorney's fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his subcontractors) in the performance of work under this Contract.

Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall remain in perpetuity.

ARTICLE 10 - INDEPENDENT CONTRACTOR

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits. The Contractor shall not pledge the City's credit or make it a guarantee of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

The Contractor shall undertake performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such performance and verify quantities and quality of work for payment. The Contractor shall work closely with the City and City's monitors in performing the Services under this Contract.

The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 11 - LICENSE & PERMITS

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the Services, Contractor will comply with applicable regulatory requirements including Federal, State, and local laws, rules, regulations, orders, codes, criteria and standards.

Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

ARTICLE 13 - SUB-CONTRACTING BY THE CONTRACTOR

The City reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities or equipment of any sub-contractor to perform properly under this Contract. The requirements and conditions of this Contract shall apply to all subcontractors.

If a sub-contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new sub-contractor by the City.

The Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies, and other locally available resources.

ARTICLE 14 - FEDERAL AND STATE TAXES

The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor shall the Contractor be authorized to use the City's Tax Exempt Numbers in securing such materials.

ARTICLE 15 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board and an emergency declaration of a disaster by the Board.

ARTICLE 16 - CITY'S RESPONSIBILITIES

The City shall be responsible for providing direction to the Contractor of which pay items of work are authorized to be performed, areas for services to be provided, and obtaining rights-of entry for recovery services on private properties if needed. The City shall also give the Contractor permission to conduct repairs on the City's property.

ARTICLE 17 - TERMINATION OF AGREEMENT

The Contractor may terminate this Contract upon sixty (60) days written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of the Contract through no fault of the Contractor, provided, however, that during such sixty (60) days (or until an earlier release date authorized by the City), Contractor shall continue to diligently perform all of its duties hereunder.

The City may cancel this Contract at any time for any reason, with or without cause, immediately upon written notice to the Contractor.

Unless the Contractor is in breach of this Contract, the Contractor shall be paid for authorized services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other material related to the terminated work to the City.
4. Continue and complete all parts of the work that have not been terminated.

The Contractor shall be paid for services actually rendered to the date of termination.

ARTICLE 18 - UNCONTROLLABLE FORCES

Neither the City nor Contractor shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Mississippi. Any and all legal action necessary to enforce the Contract will be held in Warren County, Mississippi and the Contract will be interpreted according to the laws of Mississippi.

ARTICLE 20 - NON-DISCRIMINATION

The Contractor shall comply with all Federal, State, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, religion, gender, age, handicap status, or national origin.

ARTICLE 21 – WAIVER

A waiver by either City or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 22 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the

Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provision of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

ARTICLE 23 - ENTIRETY OF AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the City and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

ARTICLE 24 – MODIFICATION

The Contract may not be modified unless such modifications are evidenced in writing signed by both City and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 25 - SUCCESSORS AND ASSIGNS

The City and the Contractor each bind itself and its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives. The Contractor shall not assign this Contract without the express written approval of the City via an executed amendment.

ARTICLE 26 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 27 - OWNERSHIP OF DOCUMENTS

The Contractor shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City for its use and distribution as may be deemed appropriate by the City.

ARTICLE 28 - ACCESS AND AUDITS

The Contractor shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment to the City. The City and designated representatives shall have access to such books, records, and documents as required in this section for the purposes of inspections or audit during normal working business hours at the Contractor's place of business.

ARTICLE 29 – NOTICE

Any official notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, via e-mail, or sent by certified mail, postage prepaid as follows:

CITY:

Mayor Willis Thompson
City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39180
Email: mayorwillisthompson@vicksburg.org

Copy to:
City Clerk
City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39180
Email: dnickson@vicksburg.org

CONTRACTOR:

Name:	<u>Richard A. Rula</u>
Title:	<u>President</u>
Physical Address:	<u>1858 Highway 49 South</u> <u>Florence, MS 39073</u>
Email Address:	<u>rrula@hemphillconstruction.com</u>

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. E-mail transmission is acceptable notice effective when received, however, e-mail transmissions received after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of Contractor shall be under the general direction of the City's Public Works Director, or his authorized representative or successor, who shall act as the City's representative during the term of this Contract.

Dane Lovell
Public Works Director
City of Vicksburg
1080 Army Navy Drive
Vicksburg, MS 39180
Phone: (601) 634-4555
Email: danel@vicksburg.org

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written. One counterpart each has been delivered to City and Contractor.

Willis Thompson, Mayor of City of Vicksburg
City of Vicksburg
Title: Mayor
Dated: _____



Printed Name: **Richard A. Rula**
Hemphill Construction Company, Inc.
Title: **President**
Dated: **10/31/25**

