

**PROFESSIONAL SERVICES AGREEMENT FOR TREE REMOVAL AND SAFETY PRUNING
CONTRACT FOR CEDAR HILL CEMETERY, VICKSBURG, MISSISSIPPI**

This Professional Services Agreement (hereinafter "Agreement") is made and entered into this 20th day of January, 2026 (the "Effective Date"), by and between the City of Vicksburg, Mississippi, a political subdivision of the State of Mississippi, acting by and through its Board of Mayor and Aldermen (hereinafter "City"), and Specialty Land Services, a LLC organized under the laws of the State of Mississippi, with its principal place of business at 3180 Utica Avenue, Jackson MS, 39209 (hereinafter "Contractor").

RECITALS

WHEREAS, the City issued an Invitation for Bid for the removal and safety pruning of trees located in the Cedar Hill Cemetery, a copy of which is incorporated herein by reference; and

WHEREAS, the Contractor submitted a responsive and responsible bid to the City, which was determined to be the lowest and best bid; and

WHEREAS, the City has selected the Contractor to provide the services described in the Invitation for Bid, and the Contractor is willing to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **SCOPE OF SERVICES:** The Contractor shall furnish all necessary labor, equipment, and materials to perform the services as described in the Scope of Work from the Invitation for Bid, which is attached hereto as Exhibit A and is made a part of this Agreement. The services include, but are not limited to, removal and safety pruning of trees located in the Cedar Hill Cemetery.
2. **TERM OF AGREEMENT:** The term of this Agreement shall commence upon the award of the Contract by the Board of Mayor and Aldermen and shall be completed sixty (60) days from the award of the Contract.
3. **COMPENSATION:** The City shall compensate the Contractor on a per-tree basis at the rate of \$[Insert Per-Tree Price from Bid] per tree. This price shall be all-inclusive for the services described in Exhibit A. The Contractor shall submit two (2) itemized invoices to the City of Vicksburg Community Development Department, C/O Constance Lenoir Wince, P. O. Box 150, Vicksburg, Mississippi 39181-0150 or via email at clenoir@vicksburg.org. The invoices shall be submitted for periods of work not less than one (1) week and not more than one (1) month and shall detail the location where each tree was removed. The invoices must also include the quantity and item completed, unit prices, extended prices, total billing and copies of dump tickets for the disposal of debris. The City shall pay all undisputed invoices within forty-five (45) days of receipt. The name, address, phone number, and email address of the company awarded the contract shall appear on each invoice.
4. **INDEPENDENT CONTRACTOR:** The Contractor is, and shall be at all times, an independent contractor and not an employee of the City. The City shall not be responsible for withholding any federal or state taxes, FICA, or other payroll taxes on behalf of the Contractor.
5. **INSURANCE:** Throughout the term of this Agreement, the Contractor shall maintain, at its own expense, the following insurance coverage:

- General Liability Insurance: With a minimum limit of \$1,000,000 per occurrence. City of Vicksburg, Mayor and Aldermen and employees shall be named as an additional insured on this policy.
- Worker's Compensation Insurance: As required by the laws of the State of Mississippi. The Contractor shall provide the County with Certificates of Insurance evidencing this coverage prior to commencing any work.

6. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's work under this Agreement, provided that any such claim is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

7. TERMINATION

- Termination for Cause: The City may terminate this Agreement for cause if the Contractor fails to perform its obligations in a timely and proper manner.
- Termination for Convenience: The City may, at its sole discretion, terminate this Agreement for convenience upon thirty (30) days written notice to the Contractor. In such event, the Contractor shall be compensated for all services satisfactorily performed up to the date of termination.

8. GENERAL PROVISIONS

- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- Entire Agreement: This Agreement, including the referenced Invitation for Bids and Exhibit A, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.
- Assignment: The Contractor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the City.
- Notices: All notices required under this Agreement shall be in writing and sent to the addresses listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF VICKSBURG, MISSISSIPPI

By: _____
Willis Thompson, Mayor

Date: _____

Specialty Land Services, LLC

By: 

Name: Jacob McCrory

Title: Owner

Date: 1/9/25

ATTEST:



Deborah A. Kaiser-Nickson, City Clerk

EXHIBIT A
SCOPE OF WORK FROM INVITATION FOR BIDS

The Scope of Work includes, but is not limited to, the furnishing of all labor, equipment, and materials necessary for the complete cutting, removal, and disposal of designated trees. Services shall include:

- Trees are to be removed, leaving a stump no greater than twelve inches high parallel with the surrounding terrain. All wood and brush cut down shall be hauled away by the Contractor. No debris shall be stored on site. The wood and brush cannot obstruct the right-of-way or any and all sight lines of traffic. Dump fees are the responsibility of the contractor.
- This contract is for the removal of trees that are identified by a white paint blaze or orange ribbon, to be cut and removed from the cemetery. All trunks, vines, limbs, and branches associated with each tree shall be removed and transported to an approved landfill or approved destination for disposal. Work shall be performed Monday through Saturday 7:00 a.m. to 5:00 p.m. Unless prior written permission has been obtained from the City of Vicksburg, no work will be allowed on Sunday or between the hours of 5:00 p.m. and 7:00 a.m.
- Site Cleanup: Upon completion of work at each location, the site shall be raked and left in a clean, neat, and safe condition.