

CONTRACT FOR GRASS CUTTING SERVICES

This Agreement entered into this the _____ day of _____, 2016 between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and SMITH LAWN CARE, INC., (hereinafter known as Contractor).

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, City and Contractor agree that Contractor will provide all labor, equipment and materials to perform grass cutting services on City property and City right-of-way as indicated on the attached Exhibit "A", under the following terms and conditions hereby agreed upon by the parties:

I. TERM OF CONTRACT:

(A) Contractor shall commence services on or about the 2nd day of October, 2017 and shall continue unless said contract is terminated as provided for in this Agreement.

(B) Contractor shall devote necessary personnel, equipment and materials during the term of this contract to cutting the grass on the City right-of-way, trimming, edging, blowing grass cuttings from streets, sidewalks or parking lots, and removing trash and debris from areas of work. The specific areas of work, the frequency of cuttings, and the amount for each cutting are shown on the attached Exhibit "A". Contractor and City agree that the number of cuttings will not exceed thirty-six (36) weekly cuttings or eighteen (18) bi-weekly cuttings per year (October - September) unless both parties agree in writing. It is anticipated that the grass cutting season will be from March - October. The landscaped islands and areas within the City right-of-way are excluded from this contract.

II. TERMINATION OF CONTRACT:

(A) Termination With or Without Cause. City shall have the right to terminate this contract at any time with or without cause upon the giving of ten (10) working days written notice to Contractor. The date said written notice is given shall state the effective date of said termination. Any and all obligations of City under this Agreement shall cease on the effective date written notice of termination hereunder is given to Contractor.

(B) Contractor shall have the right to terminate this Contract at any time upon giving the City ten (10) working days written notice. Upon the effective date of such termination by Contractor for any reason, with or without cause, any and all obligations of City under this Agreement (including compensation due, obligations to pay) shall cease on the effective date of said termination.

III. COMPENSATION:

Contractor is an independent contractor and will not receive any benefits from the City. Contractor will not be covered under the City's Worker's Compensation Plan or Liability Plan. Contractor assumes the risk of injury or liability. Contractor shall be responsible for payment of all taxes (federal, state and local) due as a result of this contract. Contractor shall provide a Certificate of Liability Insurance naming City of Vicksburg as additional insured. Said liability insurance should not be less than \$1,000,000.00 per occurrence.

Contractor shall submit an invoice showing the areas where Contractor has cut the grass.

Said invoice shall be submitted to the City of Vicksburg Purchasing Department on or before the fifth (5th) day of each month in order to be paid on the 10th and/or on or before the 20th of each month in order to be paid on the 25th.

IV. WAIVER:

The waiver by City of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

V. CAPTIONS:

Captions to and headings of the Paragraphs and Sections of This Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

VI. AMENDMENTS:


This Agreement represents the entire agreement between the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement, and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have absolutely executed this Agreement on this the _____ day of _____, 2017.

CITY OF VICKSBURG

BY: _____
GEORGE FLAGGS, JR., MAYOR
CITY OF VICKSBURG, MISSISSIPPI

CONTRACTOR:
SMITH LAWN CARE, INC.


BY: Heath Smith, President



Heath Smith <heathmagnoliaestates@gmail.com>

Grass Cutting Contract

1 message

Nancy Thomas <nancyt@vicksburg.org>

Tue, Sep 26, 2017 at 11:48 AM

To: Skipper Whittington <skipperw@vicksburg.org>, heath@magnolia-estates.net

Cc: Alex Monsour <aldermanmonsour@vicksburg.org>, Doug Whittington <dwhittington@vicksburg.org>

Skipper & Mr. Smith – Please find attached a draft of the contract I have prepared for Smith Lawn Care to cut the grass in 9 areas of the ROW. Please let me know if you have changes to the contract. I would like to get it on the agenda for Monday, so please reply to all if you are OK with it. If so, Mr. Smith, please sign it and get it to me by Thursday along with your Certificate of Insurance. As I calculate it, the cost is \$223,200.00. Verify with Doug. Thanks. Nancy

Nancy D. Thomas

City Attorney

P.O. Box 150

1401 Walnut Street

Vicksburg, MS 39181-0150

601-631-2983 ph

601-634-6232 fax

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EXHIBIT "A"

LOCATION:	PRICE:	FREQUENCY:
1. North Frontage Road -2 ditches	\$200.00	Weekly
2. Halls Ferry Road (Confederate Ave To Cain Ridge Road)	\$425.00	Weekly
3. Wisconsin Avenue (Confederate Ave - I-20 Bridge)	\$400.00	Weekly
4. Washington Street (Depot St. To N. Frontage Road)	\$800.00	Weekly
5. North Frontage Road (Washington Street to State ROW)	\$300.00	Weekly
6. North Frontage Road (Clay Street to Honeysuckle Lane)	\$400.00	Weekly
7. Pemberton Blvd (Halls Ferry Road to Hwy 61 South)	\$400.00	Weekly
8. Confederate Ave/ Mission 66 (Sky Farm to North Frontage Rd)	\$1,800.00	Weekly
9. Airport/Hwy 61 South (Between Hwy 61 South and airport terminal, including Station 5)	\$2,950.00	Bi-weekly



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 09/22/2017

NAME AND ADDRESS OF NAMED INSURED:
SMITH LAWN CARE INC
63 LAKE HAVEN DR
VICKSBURG, MS 39180-9372

AGENT:
HELEN BURKS INSURANCE AGCY LLC
2480 S FRONTAGE RD
STE H
VICKSBURG, MS 39180
(601) 619-9400
AGENT NUMBER 23-D946-64

Policy Number: 23-31-10165566-1

Effective Date: 01/06/2017, 1:51 PM Central Time
Expiration Date: 01/06/2018, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 63 LAKE HAVEN DR VICKSBURG, MS 39180
BUSINESS OF THE NAMED INSURED IS: LAWN CARE AND MAINTENANCE
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance		
General Aggregate (Other Than Product - Completed Operations)		\$ 1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)		\$ 1,000,000
Personal and Advertising Injury Limit		\$ 1,000,000
Each Occurrence Limit		\$ 1,000,000
Rented To You Limit		\$ 100,000
Medical Expense Limit (Any One Person)		\$ 5,000
Premium		\$ 256.00

Coverage Form and Description of Hazards				
Code	Key	Description	Premium Basis	Premium

63 LAKE HAVEN DR VICKSBURG, MS 39180 (COUNTY 149)				
Premises and Operations				
97047	4	LANDSCAPE GARDENING - INCLUDES COMPLETED OPERATIONS	25000	233.00
Products and Completed Operations				

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit	
CG-00-01	Commercial General Liability Coverage Form
CG-21-67	Fungi Or Bacteria Exclusion
IL-00-17	Common Policy Conditions
IL 00 21	Nuclear Energy Liability Exclusion
IL-02-82	Mississippi Changes - Cancellation And Nonrenewal
CG-20-10	CITY OF VICKSBURG
	Additional Insured - Owners, Lessees or Contractors (Form

TERM 12 MONTHS
ZONE CODE 001

ADDITIONAL INSURED
CITY OF VICKSBURG
1401 WALNUT ST
VICKSBURG, MS 39180-3261

AGENT

23-D946-64



CERTIFICATE OF INSURANCE

**SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY**

**SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY**

Name & Address To Whom Issued:

CITY OF VICKSBURG
1401 WALNUT ST
VICKSBURG, MS 39180-3261

Name & Address of the Named Insured:

SMITH LAWN CARE INC
63 LAKE HAVEN DR
VICKSBURG, MS 39180-9372

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: <input checked="" type="checkbox"/> Premises & Operations <input checked="" type="checkbox"/> Products/Completed Operations Provided <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	23-31-10165566-1	1/6/2017	1/6/2018	<div>\$1,000,000 Per Occurrence \$1,000,000 Aggregate</div> <div>Products/Completed Operations For: (Describe) LANDSCAPE GARDENING - INCLUDES COMPLETED OPERATIONS</div>

REMARKS:

Date 09/22/2017

By 
Authorized Representative

M-51.26-M

1817 WEST BROADWAY • COLUMBIA, MISSOURI • 65218-0001 • 1-800-743-5837