

**PEARL RIVER VALLEY WATER SUPPLY DISTRICT
REQUEST FOR BIDS
SLOPE MOWING SERVICES
BARNETT RESERVOIR MAIN DAM
PRV# 26-600-33-99**

Sealed and electronic bids will be received by the Pearl River Valley Water Supply District (District) for **Slope Mowing Services, Barnett Reservoir Main Dam** until **11:00 o'clock A.M.**, Local Time, on **9 June 2026**, at the DISTRICT'S Office, 6018 Lakeshore Park, Brandon, MS 39047, at which time and place bids will be opened and read aloud. Bids forwarded by mail should be addressed to the District at P. O. Box 5219, Brandon, Mississippi 39047. The contract period will be 12 months. A total of 14 cuttings are anticipated.

The Advertisement for Bids, Instructions to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and other Contract Documents may be examined at the following locations:

PRVWSD District Office, 6018 Lakeshore Park, Brandon, Mississippi 39047

Official Bid Documents, including the Contract Documents, can be downloaded from Central Bidding at www.centralbidding.com. They can also be obtained by visiting the PRVWSD District Office or by e-mail request to bwalker@therez.ms. Electronic Bids may be submitted at www.centralbidding.com. For any questions related to the electronic bidding process, please call Central Bidding at 225.810.4814. Bids may also be submitted by in-person delivery or by mail. Bids will not be accepted by e-mail or fax.

Bids shall be submitted on the bid proposal form provided in the Bid Documents. Except for those submitted electronically, bids shall be sealed in an envelope, and plainly marked on the outside of the envelope: **Bid for Slope Mowing Services, Barnett Reservoir Main Dam**. Bidders must be qualified under Mississippi Law and show evidence of registration with the Mississippi Secretary of State's Office to perform the type of work included in this solicitation. Each bidder shall write their Mississippi Business Identification Number on the outside of the sealed envelope containing its proposal.

The work shall consist of, but not be limited to, the following: 1) mobilize equipment and personnel to the site, 2) mowing slopes on the back side of the earthen dam (approximately 25 acres), 3) trimming in selected areas, 4) removal of mowing debris and clippings. The Contractor will be required to use specialized slope mowing equipment. The project is on District property in Rankin, Madison, and Hinds Counties, in Mississippi.

Bidder must be qualified to perform the work. Qualifications and experience shall be documented in accordance with the Contract Documents and must be submitted with the bid.

The DISTRICT reserves the right to reject any or all bids and to waive any informalities or irregularities therein. No Bidder may withdraw its bid within sixty (60) calendar days after the actual date of the opening thereof.

PEARL RIVER VALLEY WATER SUPPLY DISTRICT

BY: Adam Choate
Executive Director

Publication: Clarion Ledger
Adv. Dates: 5/12/2026 & 5/19/2026
Bid Opening: 6/9/2026

PEARL RIVER VALLEY WATER SUPPLY DISTRICT

SLOPE MOWING SERVICES

BARNETT RESERVOIR MAIN DAM

PRV# 26-600-33-99

MOWING AGREEMENT

This Mowing Agreement (“Agreement”) for mowing services for Barnett Reservoir Main Dam located within the District is entered into as of this ____ day of _____, 2026 between the Pearl River Valley Water Supply District, an agency of the State of Mississippi (the “District”), whose address is Post Office Box 5219, Brandon, Mississippi 39047, and _____ (“Contractor”), whose business address is _____.

WITNESSETH

The District and Contract mutually agree that Contractor will provide services as an independent contractor and on the terms and conditions set forth in this Agreement for general maintenance mowing located on District property, more particularly described herein.

A. Scope of Work for Mowing Services, Barnett Reservoir Main Dam

See attached Exhibit 1 for general scope of work.

See attached Exhibit 2, 3, 4 and 5 for mowing area locations.

See attached Exhibit 6 for area/acreage to be mowed under Scope of Work.

B. Payment for Work

These mowing services will include keeping an accurate record of the dates and locations where services are provided. Contractor shall submit such invoices to the District and shall bill the District based upon the schedule of rates set forth in Exhibit “7” attached hereto. Such statements must be received at least ten (10) calendar days before each monthly meeting (third Thursday of each month) of the Districts Board of Directors for approval and payment in such month.

These services shall at all times be provided by Contractor who is responsible for all liability insurance, workers’ compensation coverage, self-employment, social security and other similar matters, and shall not be, in any way, considered an employee of the District or be eligible for any employee benefits offered by the District to its regular

employees, nor shall the District be liable in any way other than to make payment as provided herein for services rendered.

Contractor shall be paid on an acre basis. Mowing assignment shall be issued for one, or more, of the areas identified in Exhibit "6", and depicted in Exhibits "2" thru "5".

Assignments shall include the full area(s). Upon completion of a mowing assignment, or a full area within a mowing assignment, the Contractor may request inspection by the District. The District shall complete an inspection within two (2) business days of the Contractor's request. If the District's inspector takes no exception to any of the Contractor's work, the Contractor may submit an invoice for the full acreage in the area that has been inspected. If the inspector finds any areas deficient, the Contractor shall be notified within one (1) business day of the completion of the inspection. The Contractor shall correct the deficiencies before submitting an invoice for payment. If the Contractor and the District's inspector agree that any deficiencies can go uncorrected until the next mowing, the Contractor may submit an invoice for the acreage in the area that has been inspected less the area of any deficient sections. The area of deficient sections shall be determined by the District's inspector.

C. Term

This Agreement shall be in full force and effect, beginning on the date set forth in the Notice To Proceed and continuing for 365 calendar days therefrom. The District shall have the option to extend the contract for one (1) additional 365 calendar day period with the consent and agreement of the Contractor.

D. Standard Terms and Conditions

Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the District to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this Agreement in whole or in part without the prior written consent of the District, which the District may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the District of any subcontract shall be deemed in any way to provide for the incurring of any obligation of the District in addition to the total fixed prices agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the District may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the representative successors and assigned of the parties.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with

respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations.

Attorneys' Fees and Expenses

Subject to other terms and conditions of this Agreement, in the event the Contractor defaults in any obligations under this Agreement, the Contractor shall pay to the District all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the District in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the District be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

Authority to Contract

Contractor warrants, which warranty will continue throughout this Agreement, (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this Agreement to the contrary that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

Availability of Funds

It is expressly understood and agreed that the obligation of the District to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the District shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the District of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Change in Scope of Work

The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of this Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to this Agreement, unless such changes or adjustments have been made by written amendment to this Agreement signed by the District and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the

Contractor must immediately notify the District in writing of this belief. If the District believes that the particular work is within the scope of this Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Compliance with Laws

Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that District is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated§ § 25-61-1 et seq. If a public records request is made for any information provided to District pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, District shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The District shall not be liable to the Contractor for disclosure of information required by court order or required by law.

Contractor Personnel

The District shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the District reasonably rejects staff or 'subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the District in a timely manner and at no additional cost to the District. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The District agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchase by Public Bodies," □ which generally provides for payment of undisputed amounts by the District within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated§§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration

Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain

records of such compliance. Upon request. of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws; The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or document granted to Contractor by an agency, department or governmental entity for right to do business in Mississippi for up to one (1) year; or,
- (3) both, In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license pr permit to do business in the State.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with this Agreement terms and conditions, the District, after due oral or Written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

Failure to Enforce

Failure by the District at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the District to enforce any provision at any time in accordance with its terms.

Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts or war, epidemics, governmental regulations superimposed after the fact, fie, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the District immediately in writing

of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its

best interest to terminate this Agreement.

Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against' all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. At the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

Insurance

- a. Each successful bidder shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:
 - Workers' Compensation - as required by the State of Mississippi; and,
 - Comprehensive General or Commercial Liability - at least \$500,000 each occurrence for bodily injury, personal injury, accidental death, and property damage with the State of Mississippi added as an additional insured.
 - Motor Vehicle Liability Insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$100,000 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more person; and
 - Motor Vehicle Property Damage Insurance covering all property damage by vehicle with limits of \$50,000.
- b. All insurance policies will list the State of Mississippi as an additional insured and upon request, the Vendor will provide copies of any insurance documentation to the District.
- c. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- d. The District may reserve the right to request from carriers, certificates of insurance regarding the required coverage.
- e. Agencies may require greater limits and will negotiate with Vendors regarding the same.

No Limitation of Liability

Nothing in this Agreement will be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: _____

For the District: Adam Choate
Executive Director
Pearl River Valley Water Supply District
Post Office Box 5219
Ridgeland, MS 39047

Oral Statements

No oral Statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing signed by the Contractor and the District.

Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701 E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

Record Retention and Access to Records

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the District or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the work performed pursuant to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement remaining in Contractor's possession shall be retained by the Contractor for three (3) years after final payment is made under this Agreement and all pending matters are closed. However, if any audit, litigation or other action

arising out of or related in any way to this Agreement is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Recovery of Money

Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the District, the same amount may be deducted from any sum due to the Contractor under this Agreement or under any other contract between the Contractor and the District. The rights of the District are in addition and without prejudice to any other right the District may have to claim the amount of any loss or damage suffered by the District on account of the acts or omissions of the Contractor.

Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

State Property

Contractor will be responsible for the proper custody and care of any District-owned property furnished for Contractor's use in connection with the performance of this Agreement. Contractor will reimburse the District for any loss or damage, normal wear and tear excepted.

Stop Work Order

1. Order to Stop Work. The General Manager may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the General Manager shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

2. Cancellation of Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any

extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor's price, or both, and this Agreement shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the General Manager decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the following:

- (a) where the Work involved is covered by unit prices contained in the Contract, then by application of such unit prices to the quantities of the items involved; or
- (b) where the Work involved is not covered by unit prices contained in the Contract, then by mutually agreed lump sum (which may include an allowance for overhead and profit).
- (c) where the Work involved is not covered by unit prices contained in the Contract and the parties do not reach mutual agreement on a lump sum, then on the basis of the Cost of the Work (determined by presentation of documentation acceptable to the District plus a fee for overhead and profit of no more than 20%).

Termination for Convenience Clause

1. Termination: The General Manager may, when the interests of the district so require, terminate this Agreement in whole or in part, for the convenience of the district. The General Manager shall give written notice of the termination to the Contractor specifying the part of this Agreement terminated and when termination becomes effective.

2. Contractor's Obligations: The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The General Manager may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the District. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default Clause

- 1. Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof or otherwise fails to timely satisfy the provisions of this Agreement, or commits any other substantial breach of this Agreement, the General Manager may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the General Manager, such officer may terminate the Contractor's right to proceed with this Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the General Manager may procure similar supplies or services in a manner and upon terms deemed appropriate by the General Manager. The Contractor shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- 2. Contractor's Duties.** Notwithstanding termination of this Agreement and subject to any directions from the General Manager, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the District has an interest.
- 3. Compensation.** Payment for completed services delivered and accepted by the District shall be at the contract prices, as set forth in Exhibit 6. The District may withhold from amounts due the Contractor such sums as the General Manager deems to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders and to reimburse the District for the excess costs incurred in procuring similar services.
- 4. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the General Manager within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity;

fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the

services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the requirements of this Agreement. Upon request of the Contractor, the General Manager shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the District under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- 5. Erroneous Termination for Default.** If, after notice termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause.
- 6. Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination Upon Bankruptcy

This contract may be terminated in whole or in part by District upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008.

Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.dtransparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

Unsatisfactory Work

If at any time during the term of this Agreement, the service performed or work done by the Contractor is considered by the district to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the District, and shall immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the District shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

Waiver

No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

By full authority of the representatives listed below, this Agreement is executed as of the dates below but effective as of the date stated herein above.

THE DISTRICT

CONTRACTOR

PEARL RIVER VALLEY
WATER SUPPLY DISTRICT

By: _____

Adam Choate
Title: Executive Director

By: _____

Date: _____

Date: _____

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this __ day of _____, 2026 within my jurisdiction, the within named ADAM CHOATE, duly identified before me, who acknowledged that he is Executive Director of PEARL RIVER VALLEY WATER SUPPLY DISTRICT, an Agency of the State of Mississippi, and that for and on behalf of said District, and as its act and deed, he sealed and executed the above and foregoing instrument, after first having been duly authorized by said District so to do.

My Commission Expires:

Notary Public:

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named _____ duly identified before me, who acknowledged that he/she is _____ of _____ a Mississippi Limited Liability Company, and that for and on behalf of said entity, and as its act and deed, he/she sealed and executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

My Commission Expires:

Notary Public:

EXHIBIT "1"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract:

1. The Contractor shall furnish all labor, material, supplies, vehicles, equipment, tools, skills, and supervision necessary for the satisfactory completion of all lawn and landscaping services specified. The equipment and materials provided by the Contractor shall remain the property of the Contractor. Professional lawn and landscaping services include, but are not limited to, removal of litter and debris prior to mowing; mowing of all grass areas; trimming around guardrails, structures, fences, posts, monuments and at edges of concrete paved ditches; and notifying District of any safety issues, waste debris and/or large illegally dumped materials. Each time work is performed, the Contractor must check in and out with the Agency representative.
2. All mowing services shall be performed at regular intervals set forth in Exhibit 6. The District may require additional cuttings, which shall be provided at the same unit prices as the normal periodic cuttings. Once notified that additional mowing services are required, Contractor shall have 72 hours to begin performance of the required services. Only District personnel specifically designated in writing by the District's General Manager may request mowing services. Contractor may be required to perform the mowing services outside of the Contracting Agencies' regular business hours. Most agency offices and personnel operate on a Monday- Friday, 8:00 AM to 5:00 PM business hours schedule. Contractor personnel may be required to sign-in and sign-out at state facilities. Security provisions for all state facilities must be strictly observed. All Contractor personnel must be uniformed or have visible identification at all times. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities and/or grounds. The Contractor is advised that for all state facilities, Contractor personnel shall strictly abide by all state policies and procedures at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
3. Detailed scope and specific requirements of the work required will be provided by the District when a Vendor is selected for consideration with respect to a specific project or need. Such scope and requirements will include, but are not limited to, description of work activities, definition of particular deliverables, time frames, and budget parameters. All mowing services must equal or exceed the specifications listed. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality equipment and workmanship are to be used.
4. Upon execution of a contract with the District, Vendors shall, with respect to all lawn and landscaping services provided to the District:

- a. Assign a Contractor Account Representative to work directly with the District Representative;
- b. Maintain a sufficient pool of qualified Contractor personnel large enough to meet the District's needs; included in the workforce shall be a competent supervisor or crew foreman. Contractor's supervisor or crew foreman shall have control of all work crews assigned to perform work under contracts resulting from this solicitation; is expected to be on-site during times when work crews are assigned to perform and shall report without delay any damage to District property. In addition to directing the daily activities of the Contractor's employees, the Contractor's supervisor or crew foreman shall be responsible for security issues with the lawn care staff, equipment, and supplies.
- c. Provide all labor, material, supplies, vehicles, equipment, tools, skills, and supervision necessary for the satisfactory completion of all lawn and landscaping services. The equipment and materials provided by the Contractor shall remain the property of the Contractor. All material, equipment, etc., used in the provision of these services shall comply with industry standards and all Occupational Safety Hazards Act (hereinafter "OSHA") safety requirements. Furthermore, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the Vendor.
- d. Provide all mowing services as requested and/or scheduled by the District during the hours specified by the District.
 - i. The Contractor and District shall develop a schedule of services. Failure to maintain the schedule without concurrence of the District shall be considered a service deficiency. Failure to deliver satisfactory services may be considered default. The service schedule may be changed to meet the District needs when mutually agreed upon by both parties. The Contractor shall coordinate with the District to schedule service times and dates. Schedule may be adjusted at anytime by the District to better compliment the District's requirements and to accommodate unexpected schedule changes and/or added special events conducted by the District (i.e., Fourth of July, Pepsi Pops, etc.). The District may suspend the schedule during periods of dry weather or wet weather conditions.
 - ii. If the Contractor fails to adhere to the lawn and landscaping service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the District will inform the Contractor and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the District may terminate the contract without further obligation to the Contractor.
 - iii. The Contractor shall respond to all lawn and landscaping services requests within a seventy-two (72) hour period.

iv. Time between routine services shall vary based on precipitation patterns, temperature,

and season. The frequency of mowing will be as needed and the schedule will vary at the District's discretion as a result (i.e., the frequency of mowing will decrease during a drought; while extra mowing may be required in wet periods).

5. Contractor shall maintain the grounds in a neat and clean condition. The grounds include all grassed areas, including those under shrubs and trees. Professional lawn and landscaping services include, but are not limited to:

a. **Debris Removal Requirements.** Prior to mowing, the Contractor shall be responsible for the collection and removal of all litter and debris to include, but not limited to, any foreign material, garbage, leaves, dead branches, lumber, tires, appliances, and mattresses. The litter shall be legally discarded off-site. There shall be no debris and/or litter left on District property. Any large illegally dumped items or materials shall be collected and moved to a designated location or area identified by the District to be hauled away by the District. Contractor shall notify the District of any safety issues or large illegally dumped materials.

b. **Mowing Requirements.** Contractor shall be responsible for the mowing of all grass areas to a finished height of no more than 3 inches above the ground surface. The ground surface shall be considered the top of the soil. Contractor shall mow all grass areas to a continuous height, as dictated by rainfall accumulation and effect on growth. Mowing heights shall be measured with mower on a flat, paved surface. A high-quality cut shall be provided using mowers with sharp cutting edges. Mowing shall be accomplished in such a manner as not to damage property, trees, shrubs, signs, or other appurtenances. Contractor shall remove minor obstacles or obstructions from areas to be mowed and replace when finished. When mowing around vehicles, the Contractor shall mow in directions as to keep grass clippings off the vehicles. Deflective guards shall be in place during mower operations. Grass clippings thrown or blown onto paved areas must be removed. Grass clippings shall be removed when they are excessive, clump, or are such as to negatively impact the health of the turf. Bunches and rows resulting from removed shall be removed or raked out. Discharge from mowers does not need to be collected but it must be evenly distributed (i.e., no clumping or rows left by mowers).

c. **Mowing Equipment Restriction.** Contractor shall use only equipment specifically designed for mowing steep slopes. Tracked equipment or wheeled equipment capable of operating with tire pressures of 20 psi, or less, are required. No equipment having an operating weight of more than 3,000 lbs. shall be used. Equipment must be capable of mowing cross slope, under average moisture conditions, without rutting or tearing the turf.

d. **Other Restrictions.** Contractor shall not perform any excavation, grading or other forms of ground disturbing operations. If wet conditions are encountered under which

approved mowing equipment ruts or tears the turf, in the Madison 1, Madison 2 or Rankin 1 areas, Contractor shall cease operations in those areas until soil conditions permit non-damaging operations to be performed.

e. **Trimming and Edging Requirements.** All grass under and around trees, shrubs, picnic tables, fences, poles, posts, signage, walls, building foundations, monuments, rocks, sprinkler heads, valves, HVAC systems, planter beds, mulched areas, property lines, asphalt or concrete paved areas, guard rails, curbs, sidewalks, walkways, driveways, ramps, garbage container enclosure, or any other permanent structure or obstacle shall be trimmed to match the height and appearance of the surrounding mowed grass. Vegetation on banks or in ditches, or any other area not accessible by mower that is within areas being mowed must also be trimmed each time the area is mowed. Trimming may be accomplished by hand clipping or by using string trimmer-type equipment. Any structure damaged by the trimming operation shall be repaired or replaced by the Contractor. Edge adjacent to all asphalt or concrete paved areas, such as but not limited to entrances to buildings, curbs, sidewalks, walkways, paved ditches, roadways and driveways. Trimming and edging operations shall be done the same day as grass cutting. Grass cutting shall not be considered complete until all trimming and edging operations are accomplished.

f. **Blowing Requirements.** Contractor shall remove all trimmings, leaves, and clippings from roadways, sidewalks, paths, walkways, entrance areas, pavilions, dumpster areas, parking lots, and other hard surfaced areas. Grass clippings and trimmings shall be removed from hard surfaced areas the same day the grass is cut. Contractor shall not blow litter, leaves, and other debris onto streets, or into storm drains. Grass cutting shall not be considered complete until all blowing operations are accomplished.

g. **Traffic Control/Safety.** The roadways that cross the dam are heavily travelled and traffic moves at speeds in excess of 55 mph. Contractor shall be responsible for providing adequate warning to motorists of mowing activities along and adjacent to the roadways. Contractors' equipment shall be equipped with signage required by state law and shall carry functioning flashing warning beacons in sufficient numbers and located such that at least one beacon is visible to an observer viewing the equipment from any angle at all times. Contractor's personnel shall wear high visibility vests (ANSI Type 2 or 3) any time they work within 25 feet of the edge of an active roadway.

6. Be responsible for any damage to the facilities, building, interior, or their approaches in provision of lawn and landscaping services and shall replace or repair any damage due to negligence on the part of the Contractor or Contractor personnel to any property. The Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any damaged finished surfaces (sidewalks, curbs, etc.) caused by performance of the lawn and landscaping services. District may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property. Contractor shall take all necessary precautions to reduce or eliminate damage to irrigation system.

7. Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the District's operation at all times, including but not limited to the items listed below. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

- a. All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
- b. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property. Contractor staff shall not consume any illegal or illegally obtained
- c. The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- d. The Contractor's employees shall not flirt or fraternize with Agency personnel or any visitor at the Agency.
- e. Contractor's employees shall not solicit or otherwise interfere with the work of the District employees.
- f. Contractor's employees shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and shall comply with the Agency's restrictions regarding visitation with friends, family members or acquaintances while on the job.
- g. The District reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- h. Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- i. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities and/or grounds. Contractor identification badges, personal identification of the individual employee, and/or visitor badges shall be worn and clearly visible while on state property.

8. Perform all services provided in the contract between the Contractor and the District in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

9. Contractors shall also:

- a. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions

required by state, federal, and local laws such as social security and withholding taxes;

- b. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required;
- c. Provide qualified, competent, well-trained, drug-free, and appropriately dressed contract worker(s) and/or employee(s) to perform the duties required; Proper dress shall include long pants, and shirts or blouses with sleeves (short or long). Shirts and blouses shall remain buttoned. Clothing should be appropriate for weather conditions. Examples of clothing not considered appropriate shall include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and high visibility vests with no shirts.
- d. Accurately describe the job duties required to the contract worker(s) and/or employee(s);
- e. Properly manage and supervise its contract worker(s) and/or employee(s);
- f. Remove from duty any contract worker(s) and/or employee(s) not properly and fully performing his/her duties;
- g. Communicate with and provide all required and/or necessary reports to the District Representative;
- h. Ensure that the contract worker(s) and/or employee(s) report to work at the time and place specified by the District; and
- i. Replace immediately, at no additional expense to the District, any contract worker(s) and/or employee(s) not performing satisfactorily.

The District shall:

- a. Extend all necessary cooperation in scheduling lawn and landscaping services.
- b. Designate a District Representative who will be the point of contact for the District during the contract period.
- c. Have the right to suspend the schedule during periods of dry weather or wet weather conditions in its sole discretion.

Overall Mowing Map

Exhibit 2 (Archez Trace)

Legend

- Madison 1
- Madison 2
- Marina 1 & 2
- Rankin 1

MARINA 2 MOWING
AREA

MARINA 1 MOWING
AREA

MADISON 2 MOWING
AREA

MADISON 1 MOWING
AREA

RANKIN 1 MOWING
AREA

BARNETT
RESERVOIR

Spillway Rd
MAIN DAM
SPILLWAY BRIDGE

MAIN DAM
Spillway Rd

PEARL RIVER

MADISON COUNTY

RANKIN COUNTY

HINDS COUNTY

Google Earth

Image © 2024 Airbus

Madison Side Mowing Map

Exhibit 3

Legend

- Madison 1
- Madison 2
- Rankin 1

MADISON 2 MOWING AREA

MADISON 1 MOWING AREA

UPPER SPILLWAY ROAD

BARNETT RESERVOIR

LOWER SPILLWAY ROAD

Brashear Creek

Google Earth



3000 ft



Rankin Side Mowing Map

Exhibit 4

Legend

- Madison 1
- Madison 2
- Rankin 1

BARNETT RESERVOIR

SPILLWAY BRIDGES

UPPER SPILLWAY ROAD

PEARL RIVER

RANKIN 1 MOWING AREA

WATER FILLED DITCH

LOWER SPILLWAY ROAD

RANKIN LANDING

Pelaraatchie Creek

WATER FILLED DITCH

Google Earth

3000 ft



Marina Mowing Areas

Exhibit 5

Legend

- Madison 1
- Madison 2
- Marina 1 & 2

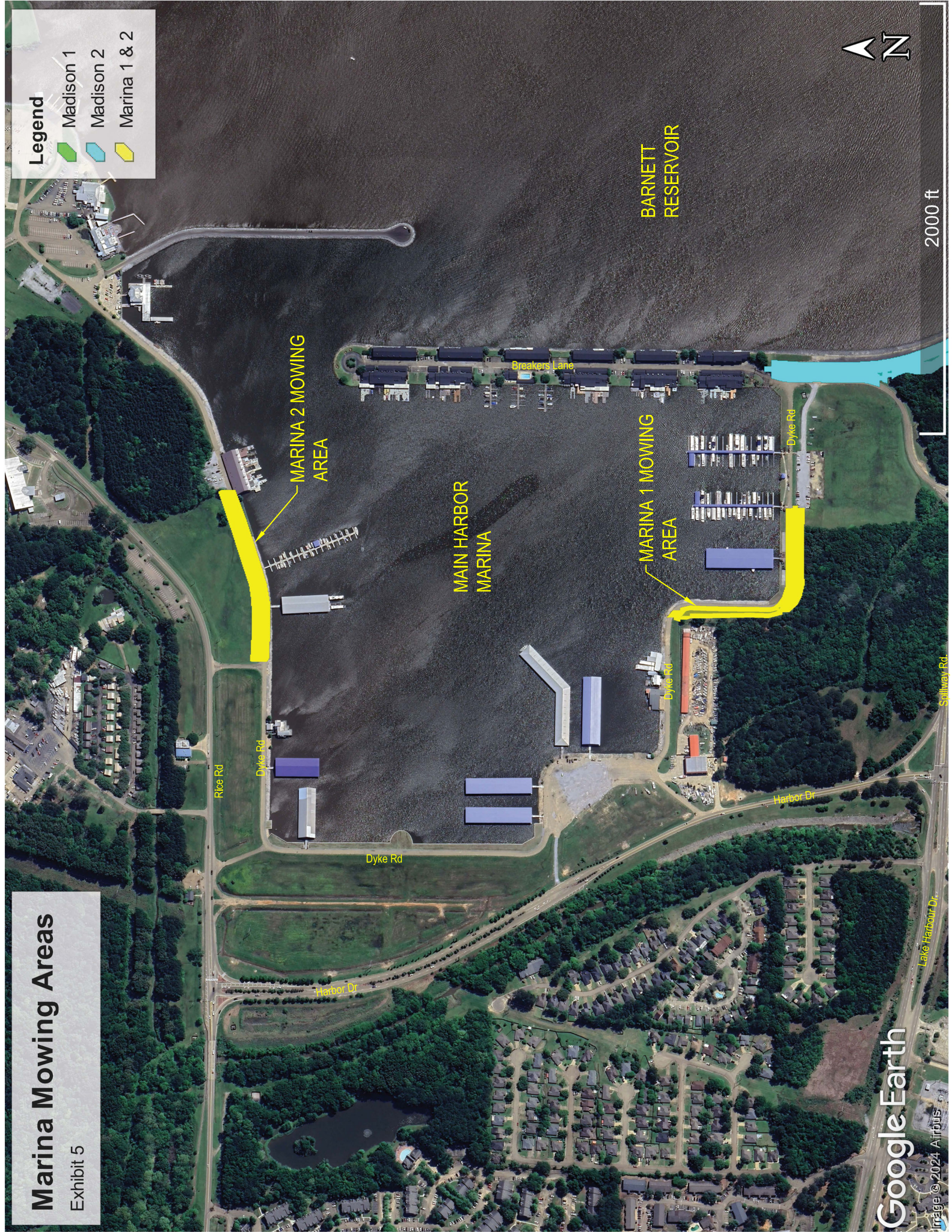


EXHIBIT 6

**PEARL RIVER VALLEY WATER SUPPLY DISTRICT
SLOPE MOWING SERVICES
BARNETT RESERVOIR DAM
AREAS/ACREAGES/FREQUENCY OF MOWING**

Area	Acres	Requirements	Frequency	Description of Area
Madison 1	12.5	Mow all grassed areas between upper and lower roadways from the start of the end of the concrete median pavement on the west end of the dam approach to the retaining wall at the west side of the spillway structure. Trim around sign posts and isolated structures on the slope. Trimming not required at guardrails or areas covered by rock riprap.	Once every 14 calendar days.***	Predominantly grassed slopes 2H:1V* to 2.5H-1V**
Madison 2	1.6	Mow all grassed areas between bottom of the slope and the guard rail at the top of the slope.	Once every 14 calendar days.***	Predominantly grassed slopes 2H:1V* to 2.5H-1V**
Rankin 1	9	Mow all grassed areas between upper and lower roadways from the retaining wall at the east side of the spillway structure to the median crossing for the Rankin Landing boat ramps and Shaggy's restaurant. Trim around sign posts and isolated structures on the slope. Trimming not required at guardrails or areas covered by rock riprap.	Once every 14 calendar days.***	Predominantly grassed slopes 2H:1V* to 2.5H-1V**
Marina 1	1	Mow all grassed areas between bottom of the slope and the edge of pavement at the top of the slope.	Once every 14 calendar days.***	Predominantly grassed slopes 2H:1V* to 2.5H-1V**
Marina 2	0.5	Mow all grassed areas between bottom of the slope and the edge of pavement at the top of the slope.	Once every 14 calendar days.***	Predominantly grassed slopes 2H:1V* to 2.5H-1V**

* 2H:1V - 2 feet horizontal for each 1 foot vertical (50% or 26.5° slope)

** 2.5H:1V - 2.5 feet horizontal for each 1 foot vertical (40% or 21.8° slope)

*** Mowing frequency may be adjusted depending on precipitation and grass growth

EXHIBIT 7

PEARL RIVER VALLEY WATER SUPPLY DISTRICT
SLOPE MOWING SERVICES
BARNETT RESERVOIR DAM
PRV# 26-600-33-99

Bid Form

Area	Acres	Price Per Acre/Cutting	Total Price/Cutting	Estimate Total Cuttings	Total Area Price
Base Bid					
Madison 1	12.5			14	
Madison 2	1.6			14	
Rankin 1	9			14	
Total Base Bid	23.1				
Alternate No. 1					
Marina 1	1			14	
Marina 2	0.5			14	
Total Alternate No 1 Bid	1.5				
Total Base Bid + Alternate No 1	24.6				

Bidder Name: _____

Bidder Signature: _____

Date: _____