



CITY OF VICKSBURG
COMMUNITY DEVELOPMENT DEPARTMENT

**GRASS CUTTING, LITTER REMOVAL AND EDGING FOR CITY OF VICKSBURG
PROPERTIES CONTRACT**

THIS AGREEMENT is made by and between the CITY OF VICKSBURG, MISSISSIPPI (hereinafter called "City"), and Grass Champions Association (hereinafter called "Contractor"), having its principal place of business and mailing address located at 118 Trailwood Drive, Vicksburg, Mississippi 39180.

WHEREAS, the City is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi; and

WHEREAS, the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter "Board") previously accepted bids for grass cutting for City of Vicksburg properties located in two (2) separate areas in the City ("parcels"); and

WHEREAS, the Contractor was awarded a contract for grass cutting certain identified areas in the City; however, the City needs an additional parcel of property located at Catfish Row to be maintained; and

WHEREAS, the Contractor represents that it is an independent contractor and not an employee of the City of Vicksburg and accepts liability for all losses or damages sustained because of its work and warrants the City of Vicksburg shall not be held liable for any damages caused by its work. The undersigned will furnish all equipment and materials necessary to complete the work described herein. The undersigned will comply with all applicable Federal, State, and Local regulations regarding the removal and disposal/storage of litter and debris; and

WHEREAS, the Contractor agrees to provide all materials, labor and equipment needed to perform the following services (please check all that apply):

Cut grass, weeds and saplings on the properties identified in Exhibit A. Saplings are vegetation that grows up to three (3) inches in diameter when measured 36 inches above the ground. Grass must be cut to a height of not lower than 1 1/2 inches and not higher than 3 inches. Grass clippings must be evenly dispersed over the turf areas and not left in piles on allowed to collect on tree mulch rings, flower bed edges, flower beds, hardscapes, sidewalks or streets.

Edge along vertical curbs, walks and flower beds to maintain a neat and well-defined appearance.

Remove all litter, trash, debris and limbs in areas to be cut.

WHEREAS, the Contractor has agreed to perform the work to cut the property located at Catfish Row and is familiar with the area needing to be cut.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Contractor agree as follows:

SECTION 1: LABOR AND MATERIALS

The Contractor shall furnish all labor, materials, supervision, and services necessary to do the work identified in the above paragraphs in an amount not to exceed \$80.00 for the parcel per cutting.

SECTION 2: NOTICE TO PROCEED

Contractor will begin the work to be performed immediately and will cut the properties on a 14-day cycle. Any extra cutting for events will be directed by a representative of the City. Cuttings may be delayed or canceled due to weather conditions, construction or other events. *Contractor must take photographs of the entire property before performing the scope of work and after the scope of work is completed.*

SECTION 3: SPECIFICATIONS, CODES AND REGULATIONS

Contractor shall comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4: INSURANCE

In carrying out the work herein proposed, the Contractor will maintain, at a minimum, the following insurance coverage:

- A. Contractor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000.00 aggregate and \$500,000.00 per occurrence, and property damage coverage of not less than \$500,000.00 aggregate and \$500,000.00 per occurrence naming the City of Vicksburg, its Board of Mayor and Aldermen and employees as an additional insured.
- B. Contractor shall provide, at its expense, all applicable Mississippi Worker's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Contractor shall, at its expense, carry Automotive Public Liability insurance, with maximum limits of not less than \$500,000.00 for one accident and Automotive Property Damage insurance with maximum limits of not less than \$500,000.00 for one accident, to protect from all claims arising from the use of the following:
 - I. Contractor's own automobiles, trucks and/or vehicles;

2. Hired automobiles, trucks and/or vehicles;
3. Automobiles, trucks and/or vehicles owned by subcontractors.

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Contractor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Vicksburg as a named insured and their servants, agents and employees as additional insured in an amount not less than \$500,000.00 as well property damage liability coverage in the amount of \$500,000.00 per occurrence and \$500,000.00 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability

The Contractor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Contractor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Contractor.

Certificates of insurance shall state that thirty (30) days' written notice will be given to the City before the policy is canceled or changed. No Contractor or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5: TIME PERIOD

The contract shall be for the calendar year of 2026 beginning June 1, 2026, and ending December 15, 2026. At the end of said terms, the City may wish to amend the Contract with Contractor to extend the contract for two (2) additional periods of one (1) year each, renewed annually, the physical conditions or use of the properties.

SECTION 6: ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Contractor is responsible for all work carried out by all subcontractors.

Contractor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Department giving rise to this contract during his or her tenure for one year thereafter.

SECTION 7: NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

CITY OF VICKSBURG, MISSISSIPPI

Attn: Mayor Willis Thompson

1401 Walnut Street

Vicksburg, Mississippi 39180

Phone Number: 601-631-3718

GRASS CHAMPIONS ASSOCIATION

Attn: John Hicks

118 Trailwood Drive

Vicksburg, Mississippi 39180

Telephone: 601-415-9151

SECTION 8: DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Contractor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change(s) shall take place in the financial condition of the Contractor which would impair the Contractor's ability to perform its obligations hereunder, or (iii) should any of the Contractor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Contractor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Contractor concerning actions to be taken to affect the rescission or termination of the contract, and Contractor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Vicksburg from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Vicksburg.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effectuated by delivering notice to the Contractor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Contractor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Contractor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 9: FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Contractor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 10: GOVERNING LAW

This agreement shall be governed by the laws of the State of Mississippi. The Contractor expressly agrees that under no circumstances shall the City be obligated to pay attorney fees or the cost of legal action against the Contractor.

SECTION 11: INDEMNIFICATION

The Contractor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Contractor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Contractor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality because of the Contractor's negligence or wrongful failure to perform.

SECTION 12: NO AGENCY

The Contractor is an independent contractor providing services to the City and the employees, agents, and servants of the Contractor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Contractor and City.

SECTION 13: HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 14: TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

- C. If the Contractor fails to complete the work within the Contract time or extension of time granted by the City, then the Contractor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.
- D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the City:
1. To any preference, priority or order duly issued by the City.
 2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. If Contractor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until Contractor provides assurances that it intends to adhere to the said Standards of Professional Conduct.
 2. Terminate this Agreement upon giving three (3) days' written notice of Contractor's failure to adhere to the terms of this Section.
 3. Debar Contractor from future work for City for a period not less than six (6) months. Contractor shall not circumvent debarment by performing such future work as a sub consultant for another consultant.
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- F. Contractor shall include in every subcontract identical language to this Section and Contractor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Contractor to the remedies available to City for Contractor's failure to adhere to the requirements of this Section.

SECTION 15: EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 16: PAYMENT

- A. The City shall pay the Contractor within 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Community Development Department.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Contractor.

SECTION 17: GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

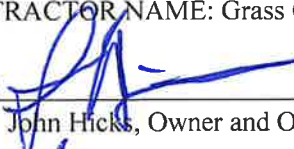
SECTION 18: ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF VICKSBURG, MISSISSIPPI

CONTRACTOR NAME: Grass Champions Association

By: _____
Willis Thompson, Mayor

By:  _____
John Hicks, Owner and Operator

Date _____

Date 8-7-26 _____