



**CITY OF VICKSBURG
COMMUNITY DEVELOPMENT DEPARTMENT**

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

THIS AGREEMENT 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 116 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;

WHEREAS, on March 25, 2026, the Board of Mayor and Aldermen of the City of Vicksburg, Mississippi (hereinafter called "Body") accepted bids for grass cutting, litter removal, and edging for City of Vicksburg properties;

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 as a result of his/her work and warrants the City of Vicksburg shall not be held liable for any damages caused by his/her 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;

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 ½ 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 Board, upon reviewing all submitted bids and based on the recommendation of the Community Development Director, has selected the above-named Contractor who submitted the lowest and best bid for the above-stated work; and

WHEREAS, the Contractor has agreed to perform the work based at the quote provided in Exhibit A which is attached to this Contract.

NOW, THEREFORE, in considered 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 and the Invitation for Bids for the properties specified in Exhibit A, attached hereto and made a part hereof in an amount not to exceed \$1,455.00 per cutting.

SECTION 2: NOTICE TO PROCEED

Contractor shall 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.
- 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:
 1. 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 April 6, 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: COMPLIANCE WITH INVITATION FOR BIDS REQUIREMENTS

The Contractor agrees to comply with the requirements set forth in the Invitation for Bids.

SECTION 7: 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 8: 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, MS

Willis Thompson, Mayor
1401 Walnut Street
Post Office Box 150
Vicksburg, MS 39181-0150

CONTRACTOR: Grass Champions Association

Point of Contact: John Hicks
118 Trailwood Drive
Vicksburg, MS 39180
Phone: 601-415-9151

SECTION 9: DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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 in order 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.

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 10: 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 11: GOVERNING LAW AND LEGAL REMEDIES

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's fees or the cost of legal action against the Contractor.

SECTION 12: 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 as a result of the Contractor's negligence or wrongful failure to perform.

SECTION 13: 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 14: 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 15: 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 allocation 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. In the event that 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; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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 16: 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 action 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 17: PAYMENT

- A. The City shall pay the Contractor within 30 days but no later than 45 day of completion of the project upon receipt 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 18: 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 23: 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

By: _____
Willis Thompson, Mayor

Date: _____

CONTRACTOR NAME: Grass Champions Association

By: John Hicks
Printed Name: John Hicks

Title: Owner

Date: 4.2.20

GRASS CHAMPIONS ASSOCIATION

EXHIBIT A Bid Sheet of Area 1 Sites

AREA 1			COST	
Area or Building	Location or Address			
1 Kuhn Memorial Civil Rights Park	Martin Luther King Blvd. (old Khun Site)	85	00	
2 Fire Station #3	50 Maxwell Drive	85	00	
3 Fire Training Center and old Pound lot	103 Old Mill Road	85	08	
4 Youth Center	2020 Mission 66	85	08	
5 Street, Sewer and Parks Office	1080 Army Navy Dr.	85	08	
6 Building Maint., Welding, Landscape, & Sewer	105 Army Navy Dr. and down Patricia	85	00	
7 EnRoute office	2501 Hall's Ferry Rd.	85	00	
8 Delia's Park	2502 Hall's Ferry Rd.	85	00	
9 Marcus Bottom Welcome Sign	Hall's Ferry Rd	85	00	
10 Fire Station #7	3217 Washington St.	85	00	
11 Fire Station #2	4125 Indiana Ave.	85	00	
12 Water and Gas Administration	2111 Drummond St.	85	00	
13 Animal Control	65 Cedars Road, includes the entrance drive	85	00	
Right of Ways and Medians				
14 Hall's Ferry Road	Burger King to Circle K medians <u>MDOT</u>	85	00	
15 Washington St. / I-20 Ex. 1	Entrance and Exit clover leaf interior <u>MDOT</u>	85	00	
16 Warrenton Road and HWY 61 South	median at intersection with HWY 61S <u>MDOT</u>	85	00	
17 Mission 66	Royal St. to Wisconsin	85	00	
	Total			1455.00



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT REPRESENT A CONTRACT. FOR A FULL AND COMPLETE UNDERSTANDING OF THE COVERAGE PROVIDED BY THE POLICIES BELOW, THIS CERTIFICATE OF LIABILITY DOES NOT CONSTITUTE A CONTRACT BETWEEN THE SIGNING PARTIES. ALTHOUGH REPRESENTATIVE OF PROVIDER AND THIS CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy must have additional insured provisions or be endorsed with **SUBROGATION S.W.A.I.E.D.** subject to the terms and conditions of the policy. Some policies may require an endorsement to state that this certificate does not confer rights to the certificate holder in lieu of such provisions.

INSURER
The Insurance Center

PHONE 601-218-7354 FAX 601-690-0548

EMAIL insurance@insurance.com

ADDRESS 10000 Highway 100
Waltham, MA 02451

Grass Champions Association
116 Trailwood Drive
Vicksburg MS 39180

INSURER
INSURER
INSURER
INSURER
INSURER

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER																																			
THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW ARE IN FORCE AND THE INSURED HAS NOT BEEN REVOKED OR SURRENDERED. THIS CERTIFICATE IS NOT A CONTRACT. THE POLICY IS SUBJECT TO THE POLICY PROVISIONS AND CONDITIONS OF EACH POLICY. THE POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, AND LIMITS ARE LISTED BELOW.																																					
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DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES ACORD 101 Additional Remarks Schedule may be attached if more space is required

COPY

CERTIFICATE HOLDER

City of Vicksburg
1401 Walnut St
Vicksburg, MS 39180

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

John Hicks

2 Business name/disregarded entity name, if different from above.

Grass Champions Association

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

5 Address (number, street, and apt. or suite no.). See instructions.

106 Brookwood Drive

6 City, state, and ZIP code

Vicksburg, MS 39183

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

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or

Employer identification number

8	0	-	0	8	9	9	7	4	5
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date 3.23.20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they