



CITY OF VICKSBURG
COMMUNITY DEVELOPMENT DEPARTMENT

CONTRACT FOR BOARDING UP AND SECURING PROPERTIES

THIS AGREEMENT made by and between the CITY OF VICKSBURG, MISSISSIPPI (hereinafter called "City"), and _____ (hereinafter called "Contractor"), having its principal place of business at _____ and mailing address of _____.

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

WHEREAS, the Board of Mayor and Aldermen of the City of Vicksburg, Mississippi (hereinafter called "Body") passed a resolution on _____ which declared the property described in the Scope of Work (Exhibit A) to be a menace to public health and safety, and in such a state of disrepair to warrant the boarding up and securing of said real property;

WHEREAS, the City pursuant to the aforementioned resolution, has decided to retain contract labor for the boarding up and securing of said property after the owner refused to do same; and

WHEREAS, the City estimated the cost for performing the work or solicited bids for performance of the work; and

WHEREAS, the Contractor has agreed to perform the work based on the City's pre-determined cost or based on the quote submitted;

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 specified in Exhibit A, attached hereto and made a part hereof in an amount not to exceed \$_____.

SECTION 2: NOTICE TO PROCEED

Contractor shall begin the work to be performed upon receipt of a written Notice to Proceed (Exhibit B). The Contractor shall complete the work described in Exhibit A within _____ calendar days of receipt of the Notice to Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Vicksburg may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Vicksburg to afford Contractor time to cure deficiencies in the work performed. The Contract shall be deemed voidable forty-five (45) days from the receipt of the written Notice to Proceed if work has not been completed unless this Contract is amended through mutual written agreement of the parties. ***Contractor must take photographs of the entire property before performing the scope of work and after the scope of work is completed. If the Contractor fails to***

complete the boarding up and securing of the property forty-five (45) days from receipt of the written Notice to Proceed, then the Contractor shall be liable for the sum of \$150.00 per day as liquidated damages beginning on the first day after the work should have been completed until the date that substantial completion is achieved.

SECTION 3: SCOPE OF WORK

- A. Contractor understands that the property should be boarded if it meets any of the following requirements:
1. The property is severely damaged by fire, flood, or other natural disasters.
 2. The property should be secured for safety reasons.
 3. The property is in a high vandalism area and boarding is the only reasonable means to protect the security of the property.
 4. The property is undergoing rehabilitation.
 5. The property should be secured to protect from weather conditions.
- B. Contractor must ensure, if applicable, that all basement windows/doors, first floor windows and doors, and any openings for potential entrance/egress have plywood covering the entire opening and frame. To eliminate any health or safety hazards, the Contractor must secure the boarding without any protruding bolts. The use of nails in securing boarding is prohibited, and all coverings must be secured with bolts/screws.
- C. Boarding is not required if security bars are located on windows and doors. Boarding is only necessary above the first floor if entry is possible without the use of a ladder and the opening is large enough for a person to easily pass through. All broken glass should be removed from the windows and doors, and surrounding interior and exterior areas to make certain that no hazards exist.
- D. All properties should be boarded in accordance with local codes. If local codes differ from HUD requirements herein, local codes supersede.
- E. For the purpose of this document, the definition of united inch is length plus width.
- F. ***Specifications for Plywood Boarding***
1. Exterior Plywood should be of un-sanded CDX grade.
 2. Plywood thickness should be 1/2" for window openings, 5/8" for door openings and 3/4" for sliding door and French door openings. When extra-large window openings are encountered use 5/8" or 3/4" as necessary.
 3. All holes should be drilled to accommodate bolts. The holes in the top of the plywood should be 12" down from the top and 20% of the width of the plywood cover, in from the side.
 4. The holes in the bottom should be 25% of the height of the plywood, up from the bottom and the same distance from the side as the top.
 5. Carriage bolts must be mated with nuts and two three-inch flat washers as shown in the side view. Washers to be of sufficient size to fully accept the square portion of bolt beneath head. Bolt and mating hardware may be galvanized or cadmium plated. 3/8" x 12" bolts should be supplied with each 2'8" door, 3'0" door, and glass sliding door cover. 3/8 x 10" bolts should be supplied with the rest.

6. 2" x 4" lumber should be graded and should be a minimum of 16" longer than the width of the plywood cover. (Note: 2x4s will be drilled with 1/2" diameter holes that line up with the holes in the plywood covers.)
7. All windows and doors, except the front door (unless front door is missing), through which access to the interior of the dwelling is made, should be secured. All window boards will be cut to fit inside the concrete block or brick opening with a maximum 1/8" clearance. The plywood covering should be of one continuous piece when possible.

G. Boarding Windows

1. Except as noted below, all window sashes, frames, glass and hardware are to be undamaged by the boarding installation.
2. All screen inserts are to be removed, marked as to location and stored in a convenient closet or in the utility room.
3. In all cases where it is possible to adjust the position of the sashes to accommodate the specifications for boarding above, the sashes are to remain in the frame.
4. In instances wherein the sashes cannot be adjusted to accommodate the boarding specifications above, the sashes are to be removed from the frames and stored in a convenient closet or in the utility room. This includes all stationary lights secured by stops.
5. In cases where in the sash cannot be removed and/or the frame is permanently built into the house and cannot be removed (i.e., Fenestra windows) it will be necessary to break the corner panes to accommodate the boarding and bolts. If the location of bolt holes, in the plywood, requires modification because of the muntin bar (a small bar that divides a windows glass), these locations are to be modified. In no case, in any type of window, is any sash or frame part to be damaged.
6. In all instances where items should be removed from the frame and stored, the items should be clearly marked as to the area from which it was removed.
7. All items are to be stored on edge and braced to prevent accidental tipping, sliding, etc. In no instance is any item to be stored laid flat.
8. Hinged windows are to be completely removed from the frame and stored as stated in (7) above. If possible, the hinge pins are to be removed and remain with the removed item.
9. Faced nailing of panels to wood frame windows is prohibited.

SECTION 4: 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 5: 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 \$1,000,000.00 aggregate and \$1,000,000.00 per occurrence, and property damage coverage of not less than \$1,000,000.00 aggregate and \$1,000,000.00 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. 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.
- E. 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 6: TERMS

- 1. Contractor must include the PPIN number for each property on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
- 2. All invoices, in duplicate, for this contract, shall be rendered immediately following completion of the boarding up or securing of the property. All documents must be forwarded to:

Constance Lenoir Wince
Code Administrator
City of Vicksburg
Post Office Box 150
Vicksburg, Mississippi 39181-0150

- 3. Any changes to the terms of this Contract must be in writing signed by both parties.
- 4. The Contractor shall only perform services to the property(ies) listed in this Contract. Contractor shall be solely responsible and agree to indemnify and hold the City harmless from any claims filed should Contractor board up and secure property(ies) other than what are listed in this Contract.
- 5. The City shall inspect the Contractor's work upon completion. Contractor understands that the services are not deemed accepted by the City until the City's Building Official approves the work.
- 6. The City may grant additional time for completion when a determination is made that the work cannot be reasonably performed in the time period provided or the parties mutually agree in writing to extend the

time for performance.

- 7. Contractor agrees that all services and items delivered shall comply with Federal, state and local laws relative thereto, and the Contractor shall indemnify and hold the City of Vicksburg, its Board of Mayor and Aldermen, officers, employees and agents harmless from any claims or losses brought against it as a result of the services provided.
- 8. Contractor shall not be Contractor shall comply with the provisions of 29 CFR Part 1926 (OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
- 9. **All payments will be made within forty-five (45) days after invoice is approved by the City's Building Official.**

SECTION 6: PERMITS AND LICENSES

The Contractor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 7: DEBRIS AND MATERIAL REMOVAL

The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Material and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specified otherwise in the "Request for Quotes." The Contractor shall also dispose of demolition debris in compliance with State and Federal laws. Contractor shall provide the City with receipts obtained from any company hired to process the disposed debris and all other materials removed from the site.

SECTION 8: 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 10: 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:

Point of Contact: _____

SECTION 11: 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 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. The City may also procure the services from other sources and charge the Contractor as a sum of liquidated damages any excess costs or damages occasioned thereby.
- 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 12: 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 13: 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 14: 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 15: GUARANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of the final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects

due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16: 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 17: 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 18: 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 \$150 per day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents. The City may also procure the services from other sources and charge the Contractor as liquidated damages any excess costs or damages occasioned thereby.

- 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 (DI 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 19: 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, 1965, 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 20: TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21: PAYMENT

- A. The City shall pay the Contractor within 45 days 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 22: 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 endured 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

CONTRACTOR'S NAME: _____

By: _____
 Willis Thompson, Mayor

By: _____
 Printed Name: _____

Date: _____

Date: _____

ATTEST:

Title: _____

 Deborah A. Kaiser-Nickson, City Clerk

Exhibit A

SCOPE OF WORK

The Contractor shall perform the following work on the premises identified as Parcel #
_____ bearing the physical address of
_____:

Please check all that are applicable to insure that property is clear and free of any and all health hazards:

[] Board Up Property (please describe) _____

[] Secure Property (please describe) _____

[] Other (please describe) _____

Exhibit B

NOTICE TO PROCEED

TO: Contractor: _____

FROM: City of Vicksburg, Mississippi

DATE: _____

SUBJECT: Notice to Proceed with Boarding Up and Security of Property located at

Contractor is hereby notified to commence work set forth in the contract on or before _____ (date). All work must be done in accordance with the plans, specifications, and conditions provided in the contract. The project must be fully completed within 45 calendar days. The date of completion of all work is therefore _____. Contractor will pay as liquidated damages the sum of \$150.00 per each calendar day thereafter as specified in Section 2 of the Contract.

Please acknowledge receipt of this Notice to Proceed by signing the space below and returning a copy to the City Clerk's Office located on the Second Floor of City Hall or by mailing a copy of same to the City Clerk's Office at Post Office Box 150, Vicksburg, Mississippi 39181-0150.

Sincerely,

Willis Thompson, Mayor

Acceptance of Notice to Proceed:

CONTRACTOR: _____

By: _____

Title: _____