

**CONTRACT FOR  
City of Vicksburg Disparity  
Study  
(Contract No. \_\_)**

This Contract No. \_\_ is made as of this \_\_\_\_ day of \_\_\_\_ 2018, by and between City of Vicksburg, a political subdivision of the State of Mississippi, hereinafter referred to as the CITY, and Mason Tillman Associates, Ltd., located at 1999 Harrison Street, Suite 1440, Oakland, CA 94612-4710, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to conduct a study to determine if there is a disparity between the number of minority and women-owned businesses that have received a City contract and the number that are ready, willing, and able to provide construction, professional services, and goods and services to the City of Vicksburg. The CONSULTANT will provide the timeline and study to the Office of the Mayor with a copy to the City Clerk according to Attachment A: Proposed Timeline and Payment Schedule. The study will proceed upon prime contract data being made available by the CITY to CONSULTANT for the 2013-2017 study period. The study shall include statistical analyses that will meet the goal setting requirements for the United States Department of Transportation and the Environmental Protection Agency based on the utilization and availability data for minority and women-owned businesses in the CITY's relevant market area.

The CITY's representative during the performance of this Contract shall be George Flaggs, Jr., Mayor, City of Vicksburg, telephone number 601-631-3718 or designee.

The CONSULTANT's representative during the performance of this Contract shall be Eleanor Mason Ramsey, Ph.D., President, Mason Tillman Associates, Ltd., telephone number (510) 835-9012.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on March \_\_, 2018, and complete all services upon completion of the project, and no later than January 31, 2019.

Reports and other items shall be delivered and/or completed in accordance with Attachment A: Proposed Timeline and Payment Schedule.

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A The total amount to be paid by the CITY under this Contract for all services and materials shall not exceed \$130,000.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be paid within forty-five (45) days of receipt of the invoice and the deliverable following the CITY representative's approval. Delinquent penalties will not accrue until after forty-five (45) days.

### **ARTICLE 4 -TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. The CITY may terminate the Contract upon sixty (60) days prior written notice to the CONSULTANT in the event of substantial failure by the CONSULTANT to perform in accordance with the terms of this Contract through no fault of the CITY. The CITY shall provide payment to the CONSULTANT for all services rendered prior to termination. Either party may terminate this contract without cause upon sixty (60) days prior written notice to the other party.

### **ARTICLE 5 - PERSONNEL**

The CONSULTANT affirms that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the CITY.

All services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all CITY requirements governing conduct, safety, and security while on CITY premises.

### **ARTICLE 6 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

## **ARTICLE 7 - REMEDIES**

This Contract shall be governed by the laws of the State of Mississippi. Any and all legal action necessary to enforce the Contract will be held in the City of Vicksburg. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the CITY and/or CONSULTANT.

## **ARTICLE 8 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence.

## **ARTICLE 9 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

## **ARTICLE 10 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 11 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to:

Mayor George Flaggs, Jr.,  
City of Vicksburg  
Mayor's Office  
1401 Walnut Street  
Vicksburg, MS 39180

If sent to the CONSULTANT, notices shall be addressed to:

Eleanor Mason Ramsey, Ph.D., President  
Mason Tillman Associates, Ltd.  
1999 Harrison Street, Suite 1440  
Oakland, CA 94612-4710

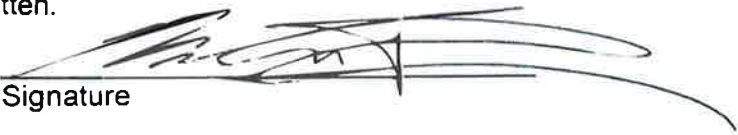
**ARTICLE 12 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by both parties.

**REMOVE AND INSERT CITY'S STANDARD SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the City Council of Vicksburg of the City of Vicksburg, Mississippi has made and executed this Contract on behalf of the CITY and CONTRACTOR has hereunto set its hand the day and year above written.

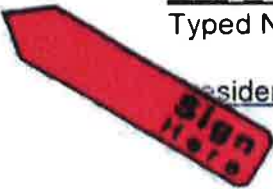
\_\_\_\_\_  
Name (type or print)

  
Signature

\_\_\_\_\_  
Signature

Eleanor Mason Ramsey, Ph.D.  
Typed Name

\_\_\_\_\_  
Name (type or print)



\_\_\_\_\_  
President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_ \_ \_ \_ \_

City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By \_ \_ \_ \_ \_

**ATTACHMENT A**  
**Proposed Timeline and Payment Schedule**  
**Contract No. \_\_\_\_\_**

<b>City of Vicksburg Timeline, Scope of Work, and Payment Milestones</b>				
<b>Phase I</b>				
<b>TASK NO.</b>	<b>TASK NAME</b>	<b>DELIVERABLE</b>	<b>PAYMENT AMOUNT</b>	<b>DELIVERY DATE</b>
1	Work Plan	Study tasks, City and Consultant deliverables, and timeline will be detailed.	\$5,000.00	March 2017
2	Prime Contractor Utilization Analysis Chapter	Prime contractor utilization tables based on contract records provided by the City will be prepared. The City will provide the prime contract records for the 2013-2017 study period after the notice to proceed is issued.	\$25,000.00	March 2018
3	Anecdotal Analysis Chapter	Anecdotal interviews will be conducted with local contractors.	\$15,000.00	April 2018
4	Prime Contractor Availability Analysis Chapter	Prime contractor availability analysis will be based on data compiled by the Consultant.	\$5,000.00	July 2018
			\$5,000.00	October 2018
5	Prime Contractor Disparity Analysis Chapter	Prime contractor disparity analysis will be based on the prime contract data provided by the City and availability data compiled by the Consultant.	\$10,000.00	October 2018

<b>Phase II</b>				
<b>1</b>	<b>Subcontractor Utilization Analysis Chapter</b>	Subcontractor utilization analysis will be based on subcontract records provided by the City.	<b>\$35,000.00</b>	<b>October 2018</b>
<b>2</b>	<b>Subcontractor Availability Analysis Chapter</b>	Subcontractor availability analysis will be based on data compiled by the Consultant.	<b>\$5,000.00</b>	<b>October 2018</b>
<b>3</b>	<b>Subcontractor Disparity Analysis Chapter</b>	Subcontractor disparity analysis will be based on subcontractor utilization and availability data.	<b>\$5,000.00</b>	<b>October 2018</b>
<b>4</b>	<b>Race- and Gender-neutral and Race- and Gender-specific Recommendations Chapter</b>	Recommendations will be based on the disparity findings. Best management practices of similarly situated cities will be provided.	<b>\$10,000.00</b>	<b>October 2018</b>
<b>5</b>	<b>Draft Final Report</b>	Draft Final Report will present the statistical findings and recommendations.	<b>\$5,000.00</b>	<b>October 2018</b>
<b>6</b>	<b>Final Report</b>	Final Report will incorporate the City's comments in the Draft Final Report.	<b>\$3,000.00</b>	<b>October 2018</b>
<b>7</b>	<b>Bimonthly Activity Report</b>	Bimonthly Activity Reports will be submitted describing the work completed.	<b>\$2,000.00</b>	<b>10th Day of the Month</b>
<b>TOTAL</b>			<b>\$130,000.00</b>	