

CONTRACTOR'S AGREEMENT WITH CITY OF VICKSBURG

HOME Investment Partnerships Program

Project #1228-M16-SG-280-474

THIS AGREEMENT made the 19th day of February **2019** by and between City of Vicksburg, hereinafter referred to as "**Sponsor**" and Scott Development, Building Construction Certificate of Responsibility No. R17011 hereinafter referred to as "**CONTRACTOR**". The City of Vicksburg is the Sponsor and the project is funded by the U S Department of Housing and Urban Development, (HUD) through the Mississippi Home Corporation (MHC).

All provision of the grant and rules are regulations of Mississippi Home Corp (MHC) and are incorporated and applicable.

1

The owner does hereby employ the contractor to do all the work and provide all labor and materials, tools, machinery, etc. necessary for rehabilitation or reconstruction of the property known as, 2415 Hunt St., Vicksburg, MS for the total sum of \$128,644.00,

The said Contractor will rebuild/reconstruct a new house or renovate the same existing home sitting on the same lot in accordance with the bid submitted which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. The Contractor shall purchase at a minimal five (5) complete sets of plans as built plans from Jackson Blueprint in Jackson, Mississippi. The contractor will provide a copy of the built plans to the following: the Homeowner, the New Home Inspector, the Sponsor, and the Project Administrator.

2.

The Contractor does hereby agree that he shall perform the work diligently and in good workmanship manner, using the materials specified.

3.

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until it has been accepted as satisfactory by the Owner. Before demolition of the unit, the contractor shall submit the State of Mississippi Demolition/Renovation Notification Form to the Office of Pollution Control, Post Office Box 2261 Jackson, Mississippi 39225, 601-961-5171.

4.

The Contractor hereby agrees not to assign or sublet the contract without the written consent of the Sponsor. The request for the assignment shall be addressed to Ted Davis and Associates, Project Administrator who will also forward a copy to the Owner and the City of Vicksburg. In the event of any disputes between homeowners(s) and contractor(s), the Chief Elected official and grant administrator shall work with both parties to negotiate a satisfactory solution.

In the event of any breach of contract, the Owner with approval from the Sponsor may at his/her option engage the services of another Contractor to complete the work and deduct the cost of such completion from any amount due the Contractor here under.

Assurances and Certifications

The Contractor hereby agrees that the that the project and activities for which this contract is entered into shall constitute a fully completed and functional housing unit at the time the final inspection. The contractor further agrees that in the event the cost of the house unit exceeds the contract amount awarded under this contract, such costs shall be the responsibility of the contractor, without additional funds grant from the Mississippi Home Corporation.

Section Three Requirements (24 CFR Part 135:38):

The work to be performed under this contract is subject to requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance.

The parties to this contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of regulations in CFR Part 135.

Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanction, termination of contract for default, and debarment or suspension by MHC from participating in future HUD assisted contracts.

Payment Schedule

The Owner does hereby agree that he/she shall pay in accordance with the Mississippi Home Corporation's (MHC's) policies and procedures. Mississippi Home Corporation's Activity Costs Payment Schedule will pay in three payments, 33% after 25% of progress, 33% after 50% progress and 34% after 100% of construction at final inspection is approved by the Home Inspector. Upon the Contractor's completion and approval of these stages of construction by the project's Inspector, the Contractor shall submit to the project administrator an invoice for payment. A Request for Cash will be prepared by the Project Administrator and submitted to the local unit of government for approval. The approved Request for Cash will be submitted to the Mississippi Home Corporation.

Change Orders

All requests for a change order shall be in writing to the Project Administrator. The written request must list the item, original cost, description of change, increase/decrease cost, and reason for change. All change orders to the original bid specifications require the signature of the homeowner(s), administrator, contractor, and authorized government official. MHC change orders must be submitted to MHC for review and approval prior to work being performed. Any work performed prior to approval may be in jeopardy of being the responsibility of the contractor, if MHC does not issue approval of request. The local unit of government and MHC may require a detail cost breakdown and invoice(s) to support approval of a change order.

9.

Contractor's Responsibilities

The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. Contractor agrees to indemnify and hold harmless the Owner, Sponsor, and Project Administrator for all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising or alleged to arise, from or in connection with any loss or damage resulting from the acts or omissions of Contractor in connection with this contract.

10.

Neither the Contractor nor any Subcontractor shall commence work under this agreement until all insurance required under this paragraph has been secured and such insurance has been approved by the Sponsor and Project Administrator.

Public Liability, General Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any Subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operation under this contract, whether such operation be by himself or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including accidental death, to any one person; and in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on account of one accident.

It is further agreed that the Contractor, at his sole cost and expense, shall acquire and maintain Builder's Risk Insurance Policy inclusive of fire and extended coverage insurance upon the entire structure on which the work on this contract is to be one to one hundred percent (1 to 100%) of the insurable value declared the Insurance Commissioner of the State of Mississippi, or an agency duly delegated by him for insuring such a risk in the State of Mississippi. Loss, if any, is to be payable to the Sponsor on behalf of the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgagee as his interest may appear.

Workers' Compensation Insurance: The Contractor shall provide proof of Workers' Compensation Insurance to the homeowner and a copy of the Certificate of Workers' Compensation Insurance coverage shall be maintained in the homeowner's file by the Sponsor and Project Administrator.

Performance and Payment Bond: The Contractor shall provide the local unit of government with a performance bond in the amount of the contract. The local unit of government shall be listed designated as the holder of the bond.

11.

Warranties

Contractor hereby guarantees the improvements are free from defects due to defective workmanship or materials herein provide for, for a period of one (1) year from the date of final acceptance of all work required by this contract. It is further agreed that the Contractor will furnish the Owner with all manufacturers' and suppliers written guarantees and warranties covering materials and equipment furnished under this contract.

12.

Release of any Potential Outstanding Liens

Upon satisfactory completion of the work, the Contractor shall deliver Release of Lien Forms properly signed and notarized showing Contractor's Affidavit, Warranty and Lien Waiver and Subcontractor's or Material Suppliers Affidavit, Warranty, Lien Waiver and Consent of Surety. After the Owner complete payment to the Contractor **100%** of the contract price and issue a written acceptance of the work completed, and Contractor shall immediately publish the same with the newspaper geographically designated for the local unit of government. After the expiration of 30 days from the publishing of the notice of acceptance the Contractor shall have delivered to the Sponsor a proof of publication from the newspaper in the name off the Owner and Contractor, showing 30 days have elapsed since publishing of the notice, this contract shall be completed and the Contractor and any surety be discharged.

13.

Notice to Proceed

It is agreed that the M H C is hereby obligated to issue a written proceed-order to the Contractor. Any construction that begins prior to the issuance of the Notice to Proceed will be ineligible for HOME funds. It is further agreed that the Contractor will after the receipt of such proceed order, begin the work to be performed under this contract within ten (10) consecutive calendar days of the date of such order. Upon commencement of work, the Contractor hereby agrees to complete the work within 120 calendar days for reconstruction and 45 days for rehab. The Contractor further agrees to pay as liquidated damages the sum of one hundred DOLLARS (\$100.00) for each consecutive calendar day thereafter.

14.

Building Standards

In accordance with 24CFR 92.251 the Contractor agrees to and understands that construction shall comply with all applicable codes, rehabilitation standards, ordinances and zoning ordinances. In the absence of a local code for Reconstruction or Rehabilitation, HOME assisted units must meet the MHC Home Investment Partnership Program, Rehabilitation Standards: See (CSD Policy) # 08-006. The Contractor will insure that reconstructed housing meet the current edition of the Model Energy Code published by the Council of American Building Officials.

15.

E-Verify

It is the responsibility of the contractor to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. The contractor's employees working under this contract must complete the I-9, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

As a party to receiving payment with federal funds the contractor is responsible for certifying compliance with E-Verify. An E-Verify Certification must be completed and signed by the contractor and maintained on file with the Sponsor.

16.

Condition of Premises

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work, and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.

17.

Contract Amendment

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a written contract amendment, signed by the parties hereto and approved in writing by the Sponsor and or MHC.

18.

Termination for Cause

A basis for termination for cause can be for the following:

Should the Contractor violate any of the covenants, agreements, conditions or assurances of this contract or written policies, procedures, and requirements of the HOME Program three (3) days written notice will be provided before the withholding of funds or termination of the contract.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanction, termination of contract for default, repayment of funds and debarment or suspension by MHC from participating in future HUD assisted contracts.

The contractor is prohibited from contracting with parties that are suspended, debarred, or otherwise ineligible to participate, or whose principals are suspended, debarred or otherwise ineligible to participate by any federal agency, the Mississippi Home Corporation (MHC), or other Mississippi State Agency.

EXECUTED this 19th day of February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

Sponsor Designee: _____

Project Administrator

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The owner does hereby employ the contractor to do all the work and provide all labor and materials, tools, machinery, etc. necessary for rehabilitation or reconstruction of the property known as, 2303 Letitia St., Vicksburg, MS for the total sum of \$127,834.00.

The said Contractor will rebuild/reconstruct a new house or renovate the same existing home sitting on the same lot in accordance with the bid submitted which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. The Contractor shall purchase at a minimal five (5) complete sets of plans as built plans from Jackson Blueprint in Jackson, Mississippi. The contractor will provide a copy of the built plans to the following: the Homeowner, the New Home Inspector, the Sponsor, and the Project Administrator.

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EXECUTED this 19th day of February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

Sponsor Designee: _____

Project Administrator

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HOME Investment Partnerships Program

Project #1228-M16-SG-280-474

THIS AGREEMENT made the 19th day of February **2019** by and between City of Vicksburg, hereinafter referred to as "**Sponsor**" and WJ&F Builders, Building Construction Certificate of Responsibility No. 11063-MC hereinafter referred to as "**CONTRACTOR**". The City of Vicksburg is the Sponsor and the project is funded by the U S Department of Housing and Urban Development, (HUD) through the Mississippi Home Corporation (MHC).

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1

The owner does hereby employ the contractor to do all the work and provide all labor and materials, tools, machinery, etc. necessary for rehabilitation or reconstruction of the property known as, 2601 Drummond St., Vicksburg, MS for the total sum of \$35,000.00,

The said Contractor will rebuild/reconstruct a new house or renovate the same existing home sitting on the same lot in accordance with the bid submitted which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. The Contractor shall purchase at a minimal five (5) complete sets of plans as built plans from Jackson Blueprint in Jackson, Mississippi. The contractor will provide a copy of the built plans to the following: the Homeowner, the New Home Inspector, the Sponsor, and the Project Administrator.

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It is agreed that the M H C is hereby obligated to issue a written proceed-order to the Contractor. Any construction that begins prior to the issuance of the Notice to Proceed will be ineligible for HOME funds. It is further agreed that the Contractor will after the receipt of such proceed order, begin the work to be performed under this contract within ten (10) consecutive calendar days of the date of such order. Upon commencement of work, the Contractor hereby agrees to complete the work within 120 calendar days for reconstruction and 45 days for rehab. The Contractor further agrees to pay as liquidated damages the sum of one hundred DOLLARS (\$100.00) for each consecutive calendar day thereafter.

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Building Standards

In accordance with 24CFR 92.251 the Contractor agrees to and understands that construction shall comply with all applicable codes, rehabilitation standards, ordinances and zoning ordinances. In the absence of a local code for Reconstruction or Rehabilitation, HOME assisted units must meet the MHC Home Investment Partnership Program, Rehabilitation Standards: See (CSD Policy) # 08-006. The Contractor will insure that reconstructed housing meet the current edition of the Model Energy Code published by the Council of American Building Officials.

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It is the responsibility of the contractor to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. The contractor's employees working under this contract must complete the I-9, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

As a party to receiving payment with federal funds the contractor is responsible for certifying compliance with E-Verify. An E-Verify Certification must be completed and signed by the contractor and maintained on file with the Sponsor.

16.

Condition of Premises

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work, and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.

17.

Contract Amendment

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a written contract amendment, signed by the parties hereto and approved in writing by the Sponsor and or MHC.

18.

Termination for Cause

A basis for termination for cause can be for the following:

Should the Contractor violate any of the covenants, agreements, conditions or assurances of this contract or written policies, procedures, and requirements of the HOME Program three (3) days written notice will be provided before the withholding of funds or termination of the contract.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanction, termination of contract for default, repayment of funds and debarment of suspension by MHC from participating in future HUD assisted contracts.

The contractor is prohibited from contracting with parties that are suspended, debarred, or otherwise ineligible to participate, or whose principals are suspended, debarred or otherwise ineligible to participate by any federal agency, the Mississippi Home Corporation (MHC), or other Mississippi State Agency.

EXECUTED this ____19th____ day of _February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

Sponsor Designee: _____

Project Administrator

CONTRACTOR'S AGREEMENT WITH CITY OF VICKSBURG

HOME Investment Partnerships Program

Project #1228-M16-SG-280-474

THIS AGREEMENT made the 19th day of February **2019** by and between City of Vicksburg, hereinafter referred to as "**Sponsor**" and WJ&F Builders, Building Construction Certificate of Responsibility No. 11063-MC hereinafter referred to as "**CONTRACTOR**". The City of Vicksburg is the Sponsor and the project is funded by the U S Department of Housing and Urban Development, (HUD) through the Mississippi Home Corporation (MHC).

All provision of the grant and rules are regulations of Mississippi Home Corp (MHC) and are incorporated and applicable.

1

The owner does hereby employ the contractor to do all the work and provide all labor and materials, tools, machinery, etc. necessary for rehabilitation or reconstruction of the property known as, 1336 East Ave., Vicksburg, MS for the total sum of \$35,000.00,

The said Contractor will rebuild/reconstruct a new house or renovate the same existing home sitting on the same lot in accordance with the bid submitted which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. The Contractor shall purchase at a minimal five (5) complete sets of plans as built plans from Jackson Blueprint in Jackson, Mississippi. The contractor will provide a copy of the built plans to the following: the Homeowner, the New Home Inspector, the Sponsor, and the Project Administrator.

2.

The Contractor does hereby agree that he shall perform the work diligently and in good workmanship manner, using the materials specified.

3.

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until it has been accepted as satisfactory by the Owner. Before demolition of the unit, the contractor shall submit the State of Mississippi Demolition/Renovation Notification Form to the Office of Pollution Control, Post Office Box 2261 Jackson, Mississippi 39225, 601-961-5171.

4.

The Contractor hereby agrees not to assign or sublet the contract without the written consent of the Sponsor. The request for the assignment shall be addressed to Ted Davis and Associates, Project Administrator who will also forward a copy to the Owner and the City of Vicksburg. In the event of any disputes between homeowners(s) and contractor(s), the Chief Elected official and grant administrator shall work with both parties to negotiate a satisfactory solution.

In the event of any breach of contract, the Owner with approval from the Sponsor may at his/her option engage the services of another Contractor to complete the work and deduct the cost of such completion from any amount due the Contractor here under.

Assurances and Certifications

The Contractor hereby agrees that the that the project and activities for which this contract is entered into shall constitute a fully completed and functional housing unit at the time the final inspection. The contractor further agrees that in the event the cost of the house unit exceeds the contract amount awarded under this contract, such costs shall be the responsibility of the contractor, without additional funds grant from the Mississippi Home Corporation.

Section Three Requirements (24 CFR Part 135:38):

The work to be performed under this contract is subject to requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance.

The parties to this contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of regulations in CFR Part 135.

Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanction, termination of contract for default, and debarment or suspension by MHC from participating in future HUD assisted contracts.

7.

Payment Schedule

The Owner does hereby agree that he/she shall pay in accordance with the Mississippi Home Corporation's (MHC's) policies and procedures. Mississippi Home Corporation's Activity Costs Payment Schedule will pay in three payments, 33% after 25% of progress, 33% after 50% progress and 34% after 100% of construction at final inspection is approved by the Home Inspector. Upon the Contractor's completion and approval of these stages of construction by the project's Inspector, the Contractor shall submit to the project administrator an invoice for payment. A Request for Cash will be prepared by the Project Administrator and submitted to the local unit of government for approval. The approved Request for Cash will be submitted to the Mississippi Home Corporation.

8.

Change Orders

All requests for a change order shall be in writing to the Project Administrator. The written request must list the item, original cost, description of change, increase/decrease cost, and reason for change. All change orders to the original bid specifications require the signature of the homeowner(s), administrator, contractor, and authorized government official. MHC change orders must be submitted to MHC for review and approval prior to work being performed. Any work performed prior to approval may be in jeopardy of being the responsibility of the contractor, if MHC does not issue approval of request. The local unit of government and MHC may require a detail cost breakdown and invoice(s) to support approval of a change order.

9.

Contractor's Responsibilities

The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. Contractor agrees to indemnify and hold harmless the Owner, Sponsor, and Project Administrator for all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising or alleged to arise, from or in connection with any loss or damage resulting from the acts or omissions of Contractor in connection with this contract.

10.

Neither the Contractor nor any Subcontractor shall commence work under this agreement until all insurance required under this paragraph has been secured and such insurance has been approved by the Sponsor and Project Administrator.

Public Liability, General Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any Subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operation under this contract, whether such operation be by himself or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including accidental death, to any one person; and in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on account of one accident.

It is further agreed that the Contractor, at his sole cost and expense, shall acquire and maintain Builder's Risk Insurance Policy inclusive of fire and extended coverage insurance upon the entire structure on which the work on this contract is to be one to one hundred percent (1 to 100%) of the insurable value declared the Insurance Commissioner of the State of Mississippi, or an agency duly delegated by him for insuring such a risk in the State of Mississippi. Loss, if any, is to be payable to the Sponsor on behalf of the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgagee as his interest may appear.

Workers' Compensation Insurance: The Contractor shall provide proof of Workers' Compensation Insurance to the homeowner and a copy of the Certificate of Workers' Compensation Insurance coverage shall be maintained in the homeowner's file by the Sponsor and Project Administrator.

Performance and Payment Bond: The Contractor shall provide the local unit of government with a performance bond in the amount of the contract. The local unit of government shall be listed designated as the holder of the bond.

11.

Warranties

Contractor hereby guarantees the improvements are free from defects due to defective workmanship or materials herein provide for, for a period of one (1) year from the date of final acceptance of all work required by this contract. It is further agreed that the Contractor will furnish the Owner with all manufacturers' and suppliers written guarantees and warranties covering materials and equipment furnished under this contract.

12.

Release of any Potential Outstanding Liens

Upon satisfactory completion of the work, the Contractor shall deliver Release of Lien Forms properly signed and notarized showing Contractor's Affidavit, Warranty and Lien Wavier and Subcontractor's or Material Suppliers Affidavit, Warranty, Lien Waiver and Consent of Surety. After the Owner complete payment to the Contractor **100%** of the contract price and issue a written acceptance of the work completed, and Contractor shall immediately publish the same with the newspaper geographically designated for the local unit of government. After the expiration of 30 days from the publishing of the notice of acceptance the Contractor shall have delivered to the Sponsor a proof of publication from the newspaper in the name off the Owner and Contractor, showing 30 days have elapsed since publishing of the notice, this contract shall be completed and the Contractor and any surety be discharged.

13.

Notice to Proceed

It is agreed that the M H C is hereby obligated to issue a written proceed-order to the Contractor. Any construction that begins prior to the issuance of the Notice to Proceed will be ineligible for HOME funds. It is further agreed that the Contractor will after the receipt of such proceed order, begin the work to be performed under this contract within ten (10) consecutive calendar days of the date of such order. Upon commencement of work, the Contractor hereby agrees to complete the work within 120 calendar days for reconstruction and 45 days for rehab. The Contractor further agrees to pay as liquidated damages the sum of one hundred DOLLARS (\$100.00) for each consecutive calendar day thereafter.

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18.

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EXECUTED this ____19th____ day of _February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

Sponsor Designee: _____

Project Administrator

CONTRACTOR'S AGREEMENT WITH CITY OF VICKSBURG

HOME Investment Partnerships Program

Project #1228-M16-SG-280-474

THIS AGREEMENT made the 19th day of February **2019** by and between City of Vicksburg, hereinafter referred to as "**Sponsor**" and WJ&F Builders, Building Construction Certificate of Responsibility No. 11063-MC hereinafter referred to as "**CONTRACTOR**". The City of Vicksburg is the Sponsor and the project is funded by the U S Department of Housing and Urban Development, (HUD) through the Mississippi Home Corporation (MHC).

All provision of the grant and rules are regulations of Mississippi Home Corp (MHC) and are incorporated and applicable.

1

The owner does hereby employ the contractor to do all the work and provide all labor and materials, tools, machinery, etc. necessary for rehabilitation or reconstruction of the property known as, 1416 Grove St., Vicksburg, MS for the total sum of \$35,000.00,

The said Contractor will rebuild/reconstruct a new house or renovate the same existing home sitting on the same lot in accordance with the bid submitted which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. The Contractor shall purchase at a minimal five (5) complete sets of plans as built plans from Jackson Blueprint in Jackson, Mississippi. The contractor will provide a copy of the built plans to the following: the Homeowner, the New Home Inspector, the Sponsor, and the Project Administrator.

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The Contractor shall be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until it has been accepted as satisfactory by the Owner. Before demolition of the unit, the contractor shall submit the State of Mississippi Demolition/Renovation Notification Form to the Office of Pollution Control, Post Office Box 2261 Jackson, Mississippi 39225, 601-961-5171.

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In the event of any breach of contract, the Owner with approval from the Sponsor may at his/her option engage the services of another Contractor to complete the work and deduct the cost of such completion from any amount due the Contractor here under.

Assurances and Certifications

The Contractor hereby agrees that the that the project and activities for which this contract is entered into shall constitute a fully completed and functional housing unit at the time the final inspection. The contractor further agrees that in the event the cost of the house unit exceeds the contract amount awarded under this contract, such costs shall be the responsibility of the contractor, without additional funds grant from the Mississippi Home Corporation.

Section Three Requirements (24 CFR Part 135:38):

The work to be performed under this contract is subject to requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance.

The parties to this contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

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EXECUTED this 19th day of February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

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Project Administrator

CONTRACTOR'S AGREEMENT WITH CITY OF VICKSBURG

HOME Investment Partnerships Program

Project #1228-M16-SG-280-474

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9.

Contractor's Responsibilities

The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. Contractor agrees to indemnify and hold harmless the Owner, Sponsor, and Project Administrator for all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising or alleged to arise, from or in connection with any loss or damage resulting from the acts or omissions of Contractor in connection with this contract.

10.

Neither the Contractor nor any Subcontractor shall commence work under this agreement until all insurance required under this paragraph has been secured and such insurance has been approved by the Sponsor and Project Administrator.

Public Liability, General Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any Subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operation under this contract, whether such operation be by himself or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including accidental death, to any one person; and in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on account of one accident.

It is further agreed that the Contractor, at his sole cost and expense, shall acquire and maintain Builder's Risk Insurance Policy inclusive of fire and extended coverage insurance upon the entire structure on which the work on this contract is to be one to one hundred percent (1 to 100%) of the insurable value declared the Insurance Commissioner of the State of Mississippi, or an agency duly delegated by him for insuring such a risk in the State of Mississippi. Loss, if any, is to be payable to the Sponsor on behalf of the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgagee as his interest may appear.

Workers' Compensation Insurance: The Contractor shall provide proof of Workers' Compensation Insurance to the homeowner and a copy of the Certificate of Workers' Compensation Insurance coverage shall be maintained in the homeowner's file by the Sponsor and Project Administrator.

Performance and Payment Bond: The Contractor shall provide the local unit of government with a performance bond in the amount of the contract. The local unit of government shall be listed designated as the holder of the bond.

11.

Warranties

Contractor hereby guarantees the improvements are free from defects due to defective workmanship or materials herein provide for, for a period of one (1) year from the date of final acceptance of all work required by this contract. It is further agreed that the Contractor will furnish the Owner with all manufacturers' and suppliers written guarantees and warranties covering materials and equipment furnished under this contract.

12.

Release of any Potential Outstanding Liens

Upon satisfactory completion of the work, the Contractor shall deliver Release of Lien Forms properly signed and notarized showing Contractor's Affidavit, Warranty and Lien Waiver and Subcontractor's or Material Suppliers Affidavit, Warranty, Lien Waiver and Consent of Surety. After the Owner complete payment to the Contractor **100%** of the contract price and issue a written acceptance of the work completed, and Contractor shall immediately publish the same with the newspaper geographically designated for the local unit of government. After the expiration of 30 days from the publishing of the notice of acceptance the Contractor shall have delivered to the Sponsor a proof of publication from the newspaper in the name off the Owner and Contractor, showing 30 days have elapsed since publishing of the notice, this contract shall be completed and the Contractor and any surety be discharged.

13.

Notice to Proceed

It is agreed that the M H C is hereby obligated to issue a written proceed-order to the Contractor. Any construction that begins prior to the issuance of the Notice to Proceed will be ineligible for HOME funds. It is further agreed that the Contractor will after the receipt of such proceed order, begin the work to be performed under this contract within ten (10) consecutive calendar days of the date of such order. Upon commencement of work, the Contractor hereby agrees to complete the work within 120 calendar days for reconstruction and 45 days for rehab. The Contractor further agrees to pay as liquidated damages the sum of one hundred DOLLARS (\$100.00) for each consecutive calendar day thereafter.

14.

Building Standards

In accordance with 24CFR 92.251 the Contractor agrees to and understands that construction shall comply with all applicable codes, rehabilitation standards, ordinances and zoning ordinances. In the absence of a local code for Reconstruction or Rehabilitation, HOME assisted units must meet the MHC Home Investment Partnership Program, Rehabilitation Standards: See (CSD Policy) # 08-006. The Contractor will insure that reconstructed housing meet the current edition of the Model Energy Code published by the Council of American Building Officials.

15.

E-Verify

It is the responsibility of the contractor to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. The contractor's employees working under this contract must complete the I-9, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

As a party to receiving payment with federal funds the contractor is responsible for certifying compliance with E-Verify. An E-Verify Certification must be completed and signed by the contractor and maintained on file with the Sponsor.

16.

Condition of Premises

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work, and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.

17.

Contract Amendment

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a written contract amendment, signed by the parties hereto and approved in writing by the Sponsor and or MHC.

18.

Termination for Cause

A basis for termination for cause can be for the following:

Should the Contractor violate any of the covenants, agreements, conditions or assurances of this contract or written policies, procedures, and requirements of the HOME Program three (3) days written notice will be provided before the withholding of funds or termination of the contract.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanction, termination of contract for default, repayment of funds and debarment or suspension by MHC from participating in future HUD assisted contracts.

The contractor is prohibited from contracting with parties that are suspended, debarred, or otherwise ineligible to participate, or whose principals are suspended, debarred or otherwise ineligible to participate by any federal agency, the Mississippi Home Corporation (MHC), or other Mississippi State Agency.

EXECUTED this 19th day of February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

Sponsor Designee: _____

Project Administrator

CONTRACTOR'S AGREEMENT WITH CITY OF VICKSBURG

HOME Investment Partnerships Program

Project #1228-M16-SG-280-474

THIS AGREEMENT made the 19th day of February **2019** by and between City of Vicksburg, hereinafter referred to as "**Sponsor**" and WJ&F Builders, Building Construction Certificate of Responsibility No. 11063-MC hereinafter referred to as "**CONTRACTOR**". The City of Vicksburg is the Sponsor and the project is funded by the U S Department of Housing and Urban Development, (HUD) through the Mississippi Home Corporation (MHC).

All provision of the grant and rules are regulations of Mississippi Home Corp (MHC) and are incorporated and applicable.

1

The owner does hereby employ the contractor to do all the work and provide all labor and materials, tools, machinery, etc. necessary for rehabilitation or reconstruction of the property known as, 1008 Speed St., Vicksburg, MS for the total sum of \$35,000.00,

The said Contractor will rebuild/reconstruct a new house or renovate the same existing home sitting on the same lot in accordance with the bid submitted which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. The Contractor shall purchase at a minimal five (5) complete sets of plans as built plans from Jackson Blueprint in Jackson, Mississippi. The contractor will provide a copy of the built plans to the following: the Homeowner, the New Home Inspector, the Sponsor, and the Project Administrator.

2.

The Contractor does hereby agree that he shall perform the work diligently and in good workmanship manner, using the materials specified.

3.

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until it has been accepted as satisfactory by the Owner. Before demolition of the unit, the contractor shall submit the State of Mississippi Demolition/Renovation Notification Form to the Office of Pollution Control, Post Office Box 2261 Jackson, Mississippi 39225, 601-961-5171.

4.

The Contractor hereby agrees not to assign or sublet the contract without the written consent of the Sponsor. The request for the assignment shall be addressed to Ted Davis and Associates, Project Administrator who will also forward a copy to the Owner and the City of Vicksburg. In the event of any disputes between homeowners(s) and contractor(s), the Chief Elected official and grant administrator shall work with both parties to negotiate a satisfactory solution.

In the event of any breach of contract, the Owner with approval from the Sponsor may at his/her option engage the services of another Contractor to complete the work and deduct the cost of such completion from any amount due the Contractor here under.

Assurances and Certifications

The Contractor hereby agrees that the that the project and activities for which this contract is entered into shall constitute a fully completed and functional housing unit at the time the final inspection. The contractor further agrees that in the event the cost of the house unit exceeds the contract amount awarded under this contract, such costs shall be the responsibility of the contractor, without additional funds grant from the Mississippi Home Corporation.

Section Three Requirements (24 CFR Part 135:38):

The work to be performed under this contract is subject to requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance.

The parties to this contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of regulations in CFR Part 135.

Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanction, termination of contract for default, and debarment or suspension by MHC from participating in future HUD assisted contracts.

Payment Schedule

The Owner does hereby agree that he/she shall pay in accordance with the Mississippi Home Corporation's (MHC's) policies and procedures. Mississippi Home Corporation's Activity Costs Payment Schedule will pay in three payments, 33% after 25% of progress, 33% after 50% progress and 34% after 100% of construction at final inspection is approved by the Home Inspector. Upon the Contractor's completion and approval of these stages of construction by the project's Inspector, the Contractor shall submit to the project administrator an invoice for payment. A Request for Cash will be prepared by the Project Administrator and submitted to the local unit of government for approval. The approved Request for Cash will be submitted to the Mississippi Home Corporation.

Change Orders

All requests for a change order shall be in writing to the Project Administrator. The written request must list the item, original cost, description of change, increase/decrease cost, and reason for change. All change orders to the original bid specifications require the signature of the homeowner(s), administrator, contractor, and authorized government official. MHC change orders must be submitted to MHC for review and approval prior to work being performed. Any work performed prior to approval may be in jeopardy of being the responsibility of the contractor, if MHC does not issue approval of request. The local unit of government and MHC may require a detail cost breakdown and invoice(s) to support approval of a change order.

9.

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The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. Contractor agrees to indemnify and hold harmless the Owner, Sponsor, and Project Administrator for all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising or alleged to arise, from or in connection with any loss or damage resulting from the acts or omissions of Contractor in connection with this contract.

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EXECUTED this 19th day of February, 2019.

Contractor: _____

Sponsor: _____

George Flaggs, Jr., Mayor.

ATTEST:

City Clerk _____

Sponsor Designee: _____

Project Administrator